



**DeKalb County  
Department of Purchasing and Contracting**

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

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**March 16, 2020**

**INVITATION TO BID (ITB) NO. 20-101245**

**FOR**

**PEDESTRIAN AND SAFETY IMPROVEMENTS AT REDAN, PLEASANT HILL AND SOUTH  
HAIRSTON ROADS**

**DEKALB COUNTY, GEORGIA**

Procurement Agent:	Merenica Banks
Phone:	404-371-6331
Email:	<a href="mailto:mbanks@dekalbcountyga.gov">mbanks@dekalbcountyga.gov</a>
Mandatory DeKalb First LSBE Meeting: (Bidders must attend 1 meeting on either of the dates listed.)	<b>March 18, 2020 &amp; March 25, 2020</b> 4572 Memorial Drive, Decatur, Georgia 30032 Main Conference Room - A (Meetings are held at 10:00 a.m. and 2:00 p.m.) Video Conference: Utilize the link supplied on our webpage labeled "DeKalb First LSBE Video Meeting"
Non-Mandatory Pre-Bid Conference:	<b>March 27, 2020, at 10:00 A.M.,</b> Maloof Administrative Bldg. 2 <sup>nd</sup> Floor 1300 Commerce Drive, Decatur Ga 30030.
Deadline for Submission of Questions:	5:00 P.M. ET, March 31, 2020
Bid Opening:	<u>3:00 P.M. ET, April 16, 2020</u>
Price Schedule Opening:	3 – 5 Business days after Bid Opening

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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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**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 (ITB) No. 20-101245**

Sealed Bids will be received by DeKalb County, Georgia, in the Department of Purchasing and Contracting, The Maloof Center, 2<sup>nd</sup> Floor, 1300 Commerce Drive, Decatur, Georgia 30030, until 3:00 p.m. on the 16 day of April, 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 Pedestrian and Safety Improvements at Redan, Pleasant Hill and South Hairston Roads (“the Project”). PRICE SCHEDULE shall be opened and read aloud 3 to 5 business days after Bid Opening.

This project consists of the Pedestrian Safety Improvements at Redan, Pleasant Hill and South Hairston Roads.

**SUBMIT ONE ORIGINAL BID PACKAGE (INCLUSIVE OF THE ENTIRE INVITATION TO BID DOCUMENT AND REQUIRED DOCUMENTS WITH THE EXCEPTION OF THE PRICE SCHEDULE – (PAGES 23-25) STAMPED “ORIGINAL” AND ONE SEALED IDENTICAL COPY 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, 2<sup>nd</sup> Floor, 1300 Commerce Drive, Decatur, Georgia 30030. A complete set of documents may be obtained from the county’s website at the following link: [http://www.dekalbcountyga.gov/purchasing/pc\\_formal\\_solicitation\\_current\\_bids.html](http://www.dekalbcountyga.gov/purchasing/pc_formal_solicitation_current_bids.html).

**NON-MANDATORY PRE-BID CONFERENCE**

A non-mandatory pre-bid conference and site visit will be held at 10 a.m. on the 27th day of March, at 1300 Commerce Drive, Decatur, GA 30030, Maloof Administration Bldg, 2<sup>nd</sup> Floor. Bidders are **encouraged** to attend and participate in the pre-bid conference. Bidders shall sign in at the pre-bid meeting and site visit as proof of attendance. Only the Bidder or its authorized representative or employee shall sign in at the pre-bid meeting. For individual firms planning to bid as a yet to be formed joint venture, a representative from each firm is encouraged to attend and sign in. For information regarding the pre-bid conference and site visit, please contact, Merenica Banks, Procurement Agent at (404-371-6331 and mbanks@dekalbcountyga.gov).

**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 [mbanks@dekalbcountyga.gov](mailto:mbanks@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 (120) 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 16th day of March 2020.

**DEKALB COUNTY, GEORGIA**

By: \_\_\_\_\_  
Merenica Banks  
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, 2<sup>nd</sup> Floor, 1300 Commerce Drive, Decatur, Georgia 30030, until 3:00 p.m. on the 16th day of April, 2020, for Pedestrian Safety Improvements at Redan, Pleasant Hill and South Hairston Roads according to the Drawings and Specifications entitled ITB No. 20-101245 Pedestrian Safety Improvements at Redan, Pleasant Hill and South Hairston Roads on file in the Department of Purchasing and Contracting, The Maloof Center, 2<sup>nd</sup> Floor, 1300 Commerce Drive, Decatur, Georgia 30030. PRICE SCHEDULEs 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 PRICE SCHEDULE (PAGES 23-25) STAMPED “ORIGINAL” AND ONE SEALED IDENTICAL COPY STAMPED “COPY” OF THE BID PACKAGE TO THE ADDRESS LISTED ABOVE.**

Complete Drawings, Specifications and PRICE SCHEDULEs may be obtained from the <https://www.dekalbcountyga.gov/purchasing-contracting/bids-itb-rfps> Bids will be considered only from experienced and well-equipped contractors.

### 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, 2<sup>nd</sup> 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.

**FAILURE TO SUBMIT THE PRICE SCHEDULE IN A SEPARATE SEALED ENVELOPE SHALL DEEM THE BID NON-RESPONSIVE. INCLUDING THE PRICE SCHEDULE OR ANY COST INFORMATION IN ANY AREA OUTSIDE**

**OF ITS SEPARATE, SEALED ENVELOPE WILL RESULT IN BIDDER'S BID BEING DEEMED NON-RESPONSIVE.**

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

**PRICE SCHEDULE OPENING**

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

**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.



**GENERAL CONTRACTOR'S LICENSE NUMBER – \*NOT APPLICABLE FOR THIS ITB**

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; however, oral answers are not authoritative. Questions must be submitted to the Department of Purchasing and Contracting in writing via email to [mbanks@dekalbcountyga.gov](mailto:mbanks@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

## **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 **Merenica Banks at 404-371-6331** or send an email to [mbanks@dekalbcountyga.gov](mailto:mbanks@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, [www.dekalbcountyga.gov/formal bids](http://www.dekalbcountyga.gov/formal bids).

## **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 – \*NOT APPLICABLE FOR THIS ITB**

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.

## **INSURANCE**

Prior to commencing work, Contractor shall, at its sole expense, procure and maintain insurance of the types and in the amounts described below from insurer(s) authorized to transact business in the state where the work or operations will be performed by Contractor.

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.

## **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:

<b>Sub-limits:</b>	
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
<b>Deductibles:</b>	
Flood and Earthquake	\$25,000
Water Damage other than Flood	\$100,000
All other Perils	\$10,000

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.

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

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.

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.

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.

Failure of the County to demand such certificate or other evidence of full compliance with these insurance requirements or failure of the County to identify a deficiency from evidence provided will not be construed as a waiver of the Contractor's obligation to maintain such coverage.

Contractor understands and agrees that the purchase of insurance in no way limits the liability of the Contractor.

### **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, 2<sup>nd</sup> Floor  
Decatur, Georgia 30030
- I. Copies of Required Insurance policies with Declarations Page(s) shall be provided upon award.

**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 ( 5 ) years, and shall demonstrate the financial ability to perform the required Work. 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 ( 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 (120) 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.

## **MANDATORY PRE-CONSTRUCTION CONFERENCE**

Upon the award of the contract, all individuals who are directly involved with this project shall attend the Mandatory Pre-Construction Conference. At a minimum, the County project sponsor, the Contractor, selected LSBE and other subcontractor firms, should attend. Location and time to be determined.

## **TIME AND LIQUIDATED DAMAGES**

Construction must begin within ten (15) 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 within **120 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 **Eighty Four Dollars (\$84.00)** 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 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 ensure 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 Public Works- Transportation. 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.

### **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 <https://www.dekalbcountyga.gov/purchasing-contracting/about-purchasing-and-contracting>.

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](mailto: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 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 in Exhibit 2 \_\_\_\_, First Source Jobs Ordinance (with Exhibits 1 – 4) and submit with the responder’s proposal.

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

### **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.

### **RIGHTS RESERVED**

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.

## MINIMUM SPECIFICATIONS

### **I. INSTRUCTIONS:**

1. The project consists of providing all labor, equipment, materials, incidental work and construction methods necessary to complete the pedestrian safety improvements at Redan, Pleasant Hill and South Hairston Roads. Any damage or interruption of existing utilities shall be the sole responsibility of the contractor, shall be reported to the affected utility company and the engineer immediately, and shall be repaired promptly at the contractor's expense.
2. Utility work coordination will be required as part of this contract. The contractor shall be required to use the one-call center telephone number (811) for the purpose of coordinating the marking of underground utilities.
3. Throughout construction, the contractor shall provide and maintain sufficient barricades, lights, warning signs, and other traffic control methods adjacent to existing roadways, sidewalks and parking areas as may be required for the protection and safety of the public. All temporary signing and pavement marking shall be in accordance with the manual on uniform traffic control devices (MUTCD), latest edition and/or as directed by the engineer. This work shall be included in lump sum price bid for the completion of the project.
4. A notice of intent (NOI) will not be required for this project since disturbed area is less than one acre, per Georgia EPD permit no. GAR100002. Even though an NOI is not required, the contractor shall install and maintain appropriate erosion, sedimentation and pollution control best management practices (bmp) to prevent sediment from leaving the construction sites. All non-paved disturbed areas shall be grassed, fertilized and mulched in accordance with current GDOT specification section 700-grassing. Grassed areas shall be maintained by the contractor until grass is established and accepted by the engineer. This work shall be included in lump sum price bid for the completion of the project.
5. No additional payment will be made for removal of items as called for in the plans or as necessary to construct elements of the project. The cost for all removals shall be included in lump sum price bid for the completion of the project.
6. All incidental saw cutting costs shall be included in lump sum price bid for the completion of the project.
7. Demolition debris shall become property of the contractor and waste soils, vegetation, and other deleterious materials shall be hauled off-site and be disposed of at an approved location in accordance with local, state, and federal regulations per GDOT specification section 201. No additional payment will be made for this requirement. Removal and disposal costs shall be included in lump sum price bid for the completion of the project.
8. . All pavement marking shall be thermoplastic and shall be manufactured and installed in accordance with current GDOT specification section 653-thermoplastic traffic stripe and section 657-preformed plastic pavement markings.
9. All standard highway signs shall be fabricated and erected in accordance with the details shown in the plans, the manual on uniform traffic control devices

(MUTCD), current edition, and the Georgia specifications, supplemental specifications, and/or special provisions.

10. All standard highway signs shall be erected at a height of 7 feet above the normal edge of pavement, curb or sidewalk to the bottom of the sign or assembly.
11. The horizontal clearance for standard highway signs in non-mountable curb sections shall be at least 2 feet from the curb face to the nearer edge of the sign(s).
12. Type 11 (very high intensity) fluorescent yellow-green reflective sheeting shall be used for all pedestrian and school warning signs.
13. All curb cut ramps and sidewalks within the turning radii of roads or driveways shall be 8-inch concrete. All costs associated with this requirement shall be included in lump sum price bid for the completion of the project.
14. All concrete to be used for the construction of ramps, sidewalks and curb and gutter to be class 'a' concrete. Concrete shall be prepared and installed in accordance with current GDOT specification section 441-miscellaneous concrete.
15. All existing electrical boxes, water meter boxes, valve boxes and any other utility structures which are to remain shall be set flush with the top of the proposed grade or concrete surface. All costs associated with this requirement shall be included in lump sum price bid for the completion of the project.
16. Contractor shall ensure positive drainage across disturbed areas and into drainage features.
17. It shall be the contractor's responsibility to obtain suitable borrow material as needed to complete the project at no additional cost. All costs associated with this requirement shall be included in lump sum price bid for the completion of the project.
18. Equipment and materials shall be stored off-site or in areas approved by the engineer. Construction and storage areas shall be kept neat and clean. Equipment and material shall not be stored within the drip line of trees.
19. The contractor shall notify the engineer of any discrepancies between plan and field conditions promptly upon discovery.
20. Rectangular rapid flashing beacon (RRFB) assemblies and accessories shall be supplied from sources that are on GDOT's qualified products list (GPL) and shall be manufactured and installed in accordance with current FHWA guidance. Each RRFB assembly, including post, foundations, power source, push button, communications and other incidental items to provide a complete and functioning assembly, shall be included in lump sum price bid for the completion of the project. Signs mounted on the RRFB assembly shall be included in lump sum price bid for the completion of the project. RRFB assembly component and installation specifications include:
  - A. RRFB assemblies shall be mounted on 4-1/2-inch steel or aluminum poles with black finish, include a matching pedestal base set on a concrete foundation and anchored by four 3/4-inch by 18-inch-long anchor bolts.
  - B. RRFB shall be bulldog push button activated with visual led and two-tone audible confirmation. Supplemental RRFB assemblies shall not include push buttons.

- C. beacons shall be activated through encrypted, wireless communications. Multiple channels shall be provided so RRFB assemblies within a warning group will function simultaneously.
  - D. Light bars shall be black.
  - E. for solar powered installations, solar panels shall be installed to optimize sunlight on the panel. Solar packages shall include a 13-watt minimum solar panel and a 12-volt battery with minimum 14 amp-hour capacity. High capacity solar packages shall include a 30-watt minimum solar panel and a 12-volt battery with minimum 35 amp-hour capacity.
  - F. RRFB assemblies shall be installed per manufacturer's specifications.
  - G. highway signs attached to the RRFB assemblies as called for on the plans shall be included in lump sum price bid for the completion of the project.
  - H. shop drawings of each RRFB assembly type shall be provided for review and approval by the engineer.
  - I. the duration of the operation of each RRFB following each actuation should be based on the procedures provided in section 4e.06 of the current edition of the MUTCD for the timing of pedestrian clearance times for pedestrian signals.  
each RRFB assembly shall be tested and verified by the engineer after installation to ensure operations are in accordance with the manufacturer's installation instructions and in accordance with the current FHWA guidance.
  - J. all elements of the RRFB assembly described above, along with their installation, shall be included in lump sum price bid for the completion of the project.
21. The contractor shall stake sign and RRFB locations and receive approval from the engineer before installation.
22. All work, construction materials, and additional items for completion of the project shall be included in lump sum price bid for completion of the project. Quantities and materials provided on drawing 06-0001 are for information only. The contractor should field verify before ordering materials.
23. Radar speeds signs shall be solar powered and display detected speeds in miles per hour using minimum 15-inch-high amber led digits on a black background. The sign faceplates shall be white type 9 sheeting, with "your speed" in black 6.0-inch-high letters. Each sign shall be mounted on a 4-1/2-inch steel or aluminum pole with black finish, including a matching pedestal base set on a concrete foundation and anchored by four 3/4-inch by 18-inch long anchor bolts. An r2-1 speed limit sign with type 9 sheeting shall be mounted on the same pole as shown in the plans. Solar panels shall be oriented to provide maximum sun exposure. All costs associated with materials and installation for radar speed sign assembly shall be included in lump sum price bid for completion of the project.
24. Each sign shall be capable of collecting traffic speed and volume data that can be observed and downloaded via Bluetooth using included software. The contractor shall provide a minimum of 20 minutes of training on use of the sign and software.
25. Exact radar speed sign locations require approval by the engineer prior to installation.

**BIDDER’S LUMP SUM PRICE**

**\*\*\* BID PRICE SCHEDULE (PAGES 23-25) MUST BE SUBMITTED IN A SEPARATE SEALED ENVELOPE OR BIDDER WILL BE DEEMED NON-RESPONSIVE AND WILL NOT BE CONSIDERED FOR AWARD\*\*\***

TO: **The Governing Authority of DeKalb County, Georgia**

The undersigned, as Bidder, declares that he has carefully examined the Bid Document Package for ITB No. **20-101245, (Pedestrian and Safety Improvements at Redan, Pleasant Hill and South Hairston Roads)**, an annexed proposed form of Contract, the Specifications therein contained, and the Drawings therein referred to, and that he proposes and agrees that if his Bid is accepted, to provide the necessary machinery, tools, apparatus, and other means of construction, and will furnish all materials and labor specified in the Contract, or called for by the Drawings, or necessary to complete the Work in the manner therein specified within the time specified, as therein set forth for the following lump sum amount which sum is hereinafter referred to as the “Base Bid.” The Base 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 Base Bid also includes all applicable sales and use taxes, fees, temporary lighting, heating and cooling, temporary utilities, security for the site, freight costs, handling costs, permit costs, field and main office costs, bond premiums, insurance premiums, direct and indirect administrative costs, overhead, and profit.

\_\_\_\_\_ (\$ \_\_\_\_\_ )

**(State amount in words on this line)**

**(In figures)**

**BID PRICE SCHEDULE**

**PRICE SCHEDULE (PAGES 23-25) MUST BE SUBMITTED IN A SEPARATE SEALED ENVELOPE OR BIDDER WILL BE DEEMED NON-RESPONSIVE AND WILL NOT BE CONSIDERED FOR AWARD. INCLUDING THE PRICE SCHEDULE IN ANY AREA OUTSIDE OF THE SEPARATE SEALED ENVELOPE WILL RESULT IN THE BID BEING DEEMED NON-RESPONSIVE. \*\*\***

<b>PRICE SCHEDULE</b>			
<b>ITEM NO.</b>			<b>LUMP SUM PRICE</b>
1	Redan Road:		\$
<b>ITEM NO.</b>			<b>LUMP SUM PRICE</b>
2.	Pleasant Hill Road:		\$
<b>ITEM NO.</b>			<b>LUMP SUM PRICE</b>
3.	South Hairston Road:		\$

**GRAND TOTAL BID PRICE (ITEMS 1-3):**

\_\_\_\_\_ **\$** \_\_\_\_\_  
 (State in words on the line above) (In figures)



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](mailto:fkadkins@dekalbcountyga.gov), [malee@dekalbcountyga.gov](mailto:malee@dekalbcountyga.gov), [vlricksion@dekalbcountyga.gov](mailto:vlricksion@dekalbcountyga.gov), or [jmjones@dekalbcountyga.gov](mailto: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** \_\_\_\_\_  
**Email** \_\_\_\_\_  
**Phone Number** \_\_\_\_\_  
**Fax Number** \_\_\_\_\_

**Do you anticipate hiring from the First Source Candidate Registry? Y or N (Circle one)**  
If so, the approximate number of employees you anticipate hiring:

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

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

**FIRST SOURCE JOBS ORDINANCE INFORMATION**  
**EXHIBIT 3**

**BUSINESS SERVICE REQUEST FORM**

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

**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**

<b>Contract Number:</b> _____								
<b>Project Name:</b> _____								
<b>Contractor:</b> _____						<b>Date:</b> _____		
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

**ATTACHMENT B**  
**PREFERRED EMPLOYEE TRACKING FORM**

Name of Proposer: \_\_\_\_\_

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

Email: \_\_\_\_\_

Phone Number: \_\_\_\_\_

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

**Do you anticipate hiring from the WorkSource DeKalb Preferred Employee Candidate Registry: Yes or No (Circle which applies.)**

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

Type of Employee(s) or Position(s) you anticipate hiring:	The # you anticipate hiring:

**ATTACHMENT B**

**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 \_\_\_\_\_

**ATTACHMENT C**

**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 \_\_\_\_\_



**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: **20-101245**

**TITLE OF UNIT OF WORK – Pedestrian Safety Improvements at Redan, Pleasant Hill, and South Hairston Roads.**

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

Please explain all “no” answers above (by number):

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

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

(Name of Subcontractor Firm)

**LSBE –DeKalb**    **LSBE –MSA**

(Check all that apply)

ITB Number: 20-101245

**Project Name: Pedestrian Safety Improvements at Redan, Pleasant Hill and South  
Hairston Roads.**

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:

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

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

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

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

1. I am the \_\_\_\_\_ <sup>(2)</sup> of \_\_\_\_\_, <sup>(3)</sup> (hereinafter “Venturer”);
2. Venturer is a partner and participant in the joint venture having submitted the 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:  
\_\_\_\_\_

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: \_\_\_\_\_

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

## 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*	
26	First Source Jobs Acknowledgement Form	
27	New Employee Tracking Form	
31	Contractor Reference and Release Form*	
32	Subcontractor Reference and Release Form, if applicable**	
33-41	LSBE - Exhibits A and/or B of Attachment G*	
45	Contractor Affidavit*	
46	Subcontractor Affidavit, if applicable**	
47	Required Documents Checklist*	

Bidder shall also submit a **copy** of the following required documents with the bid:

-	Business License	
-	Project Construction Schedule	

**\*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 \_\_\_\_\_

**Exhibit 1**  
**STANDARD COUNTY CONTRACT**

**INVITATION NO. 20-101245**

**PROJECT NAME: PEDESTRIAN SAFETY IMPROVEMENTS AT REDAN,  
PLEASANT HILL AND SOUTH HAIRSTON ROADS.**

**DEKALB COUNTY, GEORGIA  
1300 Commerce Drive, 2<sup>nd</sup> Floor  
Decatur, Georgia 30030**



**STATE OF GEORGIA  
COUNTY OF DEKALB**

**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 \_\_\_\_\_ 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 31<sup>st</sup>, as required by O.C.G.A. § 36-60-13, as amended, unless terminated earlier in accordance with the termination provisions of this Contract; (ii) automatically renew on each January 1<sup>st</sup>, unless terminated in accordance with the termination provisions of this Contract; and (iii) terminate absolutely, with no further renewals, on December 31, 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.

**OR**

- B. Contract Term.** *(May be used for public works construction contracts for waste-water treatment, storm-water, water or sewer system or any combination of such systems)* As allowed by O.C.G.A. §36-60-15.1, this Contract shall commence immediately upon the execution date. This Contract shall terminate without further obligation on the part of the County, with no further renewals, on \_\_\_\_\_, 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 \_\_\_\_\_ (\$\_\_\_\_) 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 County. 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 subcontractors and shall reduce each lower tier subcontractor's retainage in the same manner as the Subcontractor's retainage is reduced.
- (5) 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.
- (6) *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 County 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](http://www.dekalblsbe.info). Proof of payment to the LSBE Subcontractor must be uploaded and submitted. LSBE Subcontractors shall confirm receipt of payment from the Prime, electronically also, at [www.dekalblsbe.info](http://www.dekalblsbe.info).

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, 6<sup>th</sup> Floor  
Decatur, Georgia 30030

and

Executive Assistant  
The Maloof Center  
1300 Commerce Drive, 6<sup>th</sup> Floor  
Decatur, Georgia 30030

With a copy to:

Director of the County of Purchasing and Contracting  
The Maloof Center  
1300 Commerce Drive, 2<sup>nd</sup> 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 County 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**

- J. 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.
- K. 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.
- L. 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.

- M. 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.
- N. 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.
- O. 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.
- P. Contractor shall be responsible and have the financial wherewithal to cover any deductibles or retentions included on the certificate of insurance.
- Q. 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, 2<sup>nd</sup> Floor  
Decatur, Georgia 30030

- R. 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, General Requirements, GR-1 through GR-46.
  - Attachment B, Contractor's Affidavit.
  - Attachment C, Subcontractor's Affidavit(s).

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

Attachment E, Certificate of Corporate Authority or Joint Venture Certificates

Attachment F, Performance Bond and Accompanying Power of Attorney

Attachment G, Payment Bond and Accompanying Power of Attorney

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

- B. In addition to the foregoing, the Bid Document Package dated \_\_\_\_\_, the original of which is maintained in the County's County 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:**

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

\_\_\_\_\_  
Signature

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

\_\_\_\_\_  
Title

**APPROVED AS TO SUBSTANCE:**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
DeKalb County Director

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

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

**ATTACHMENT A**

**GENERAL REQUIREMENTS**

**INDEX TO GENERAL REQUIREMENTS**

<b><u>Section</u></b>	<b><u>Title</u></b>
GR-1	Definitions of Terms .....
GR-2	Prior Use by County.....
GR-3	Contractor’s Obligations.....
GR-4	Authority of the County .....
GR-5	Changes in the Work and Change Orders.....
GR-6	Time for Completion.....
GR-7	Schedules, Reports, and Records .....
GR-8	County’s Right to Suspend or Terminate Work .....
GR-9	Final Inspection .....
GR-10	Warranties, Guarantees and Correction of Work.....
GR-11	Contractor’s Personnel and Independent Contractor Status .....
GR-12	Subcontracting .....
GR-13	Assignments.....
GR-14	Indemnification and Hold Harmless .....
GR-15	Royalties and Patents .....
GR-16	Laws and Regulations .....
GR-17	Permits and Inspection Fees.....
GR-18	Land and Rights-of-Way.....
GR-19	Protection of Work, Property, and Persons.....
GR-20	Prohibited Interests .....
GR-21	First Source Jobs Ordinance .....
GR-22	Foreign Corporations .....
GR-23	Specification and Drawings .....
GR-24	Contractor’s Submittals .....
GR-25	As-Built Drawings .....
GR-26	Examination of Work by Contractor.....
GR-27	Inspection and Testing of Materials.....
GR-28	Inspection of Work .....
GR-29	Requests for Substitutions.....
GR-30	Rejections of Work and Materials .....
GR-31	Materials, Services, and Facilities .....
GR-32	Utilities During Construction.....

GR-33 Temporary Heat and Air Conditioning .....  
GR-34 Maintenance Manual.....  
GR-35 Weather Conditions .....  
GR-36 Lines, Grades, and Measurements .....  
GR-37 Cleaning Up .....  
GR-38 Barricades .....  
GR-39 No Third-Party Beneficiary.....  
GR-40 Severability .....  
GR-41 Interpretation.....  
GR-42 Prior Contracts; Conflict in Documents.....  
GR-43 Entire Agreement.....  
GR-44 Counterparts.....  
GR-45 Venue .....  
GR-46 Right to Audit.....

## **GR-1. DEFINITIONS OF TERMS**

The section captions contained in this Contract are for convenience only and do not in any way limit or amplify any term or provision hereof. The use of the terms "hereof," "hereunder" and "herein" shall refer to this Contract as a whole, inclusive of the Attachments, except when noted otherwise. The use of the masculine or neuter genders herein shall include the masculine, feminine and neuter genders and the singular form shall include the plural when the context so requires. The following terms shall have the meanings indicated:

“Addendum” or “Addenda” shall mean written or graphic instruments issued prior to the execution of the Contract, which modify or interpret the Work, or the Invitation to Bid by additions, deletions, clarifications, or corrections.

“Bid” shall mean the offer of the Bidder submitted on the prescribed form setting forth the price(s) for the Work to be performed.

“Bid Document Package” shall consist of documents entitled as follows: Acknowledgement of Contractor, Advertisement for Bids, Instructions to Bidders, Addenda, Business License, Utility Systems Contractor’s License, Utility Manager’s Certificate, Utility Foreman’s Certificate, General Contractor’s License, Bidder’s Lump Sum Cost, Bidder’s Unit Price, First Source Jobs Ordinance Information with Exhibits, LSBE Program Information Sheet with LSBE Exhibits, Certificate of Corporate Bidder, Certificate of Authority/Joint Venture, Bidder’s Affidavit of Compliance with O.C.G.A.13-10-91, Reference and Release Form, Preferred Employee Tracking Form, Subcontractor Tracking Form, Bid Bond and Power of Attorney, Public Works Construction Affidavit and Oath of Successful Bidder, Technical Specifications, and Drawings.

“Bidder” shall mean any person, firm, or corporation submitting a Bid for the Work.

“Bonds” shall mean bid, performance, and payment bonds and other instruments of security, furnished by the Contractor and his surety in accordance with the Contract.

“Change Order” includes the term “amendment” and shall mean a written order authorizing a change in the Work, if applicable, and an adjustment in the Contract Price, Contract Time or 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.

“Contract” or “Agreement” shall consist of the written Contract executed by the parties, all attachments to the Contract, Change Orders, Field Orders, and the Bid Document Package. The intent of these documents is for the Contractor to furnish all materials, appliances, tools, labor and services of every kind necessary for the proper execution of the Work, and the terms and conditions of payment therefore.



“Contract Price” shall mean the total monies payable to the Contractor under the terms and conditions of the Contract.

“Contract Time” shall mean the number of days stated in the Contract for the completion of the Work.

“Contract Term” shall mean the length of time the Contract shall remain in effect.

“Contractor” or “General Contractor” shall mean the individual, firm, joint venture or corporation undertaking the execution of the Work as an independent contractor under the terms of the Contract and acting through his or its agents or employees.

“County” shall mean DeKalb County, Georgia.

“Day(s)” shall mean calendar day(s).

“Drawings” shall mean the part of the Contract which shows, largely through graphical presentation, the characteristics and scope of the Work to be performed and which have been prepared or approved by the County. The Drawings are included in the Bid Document Package.

“Field Order” shall mean a written order issued by an authorized County official/employee to the Contractor during construction effecting a change in the Work by authorizing an addition, deletion, or revision in the Work within the general scope of the Work not involving an adjustment in the Contract Price or a change to the Contract Time or Term. No Field Order shall be valid or effective unless it is signed by the County employee(s) who has been authorized in writing by the Chief Executive Officer or his/her designee to execute Field Orders.

“Notice of Award” shall mean a written notice of the acceptance of the Bid from the County to the successful Bidder.

“Notice to Proceed” shall mean a written communication issued by the County authorizing the Contractor to proceed with the Work and establishing the date of commencement of the Work. The effective date of the Notice to Proceed shall be the date set forth on the Notice to Proceed.

“Project” shall mean the undertaking to be performed as provided in the Contract.

“Shall” is mandatory; “may” is permissive.

“Specifications” or “Technical Specifications” shall mean a part of the Contract consisting of written descriptions of a technical nature regarding materials, equipment, construction systems, standards, and workmanship specified for this Project.

“Subcontractor” shall mean any person, firm, or corporation having a direct contract with the Contractor or with any other Subcontractor for the performance of a part of the Work.

“Submittals” shall mean all shop drawings, diagrams, illustrations, brochures, schedules, samples, and other data which are prepared by the Contractor, a Subcontractor, manufacturer, Supplier, or distributor, which illustrate how specific portions of the Work shall be fabricated or installed.

“Substantial Completion” or “Substantial Completion of the Work” shall mean that date determined by the County when the construction of the Project or an expressly stipulated part thereof is sufficiently completed, in accordance with the Contract, so that the Project or stipulated part can be fully utilized for the purposes for which it is intended.

“Superintendent” shall mean the Contractor’s authorized on-the-job representative designated in writing by the Contractor prior to commencement of any work.

“Supplier” shall mean any person, supplier, or organization who furnishes materials or equipment for the Work, including that fabricated to a special design, but who does not perform labor at the site.

“Work” shall have the meaning assigned to that term in the article in the Contract entitled Scope of Work.”

## **GR-2. PRIOR USE BY COUNTY**

Prior to completion of the Work, the County may take over operation and/or use of the Project or portions thereof. Such prior use of facilities by the County shall not be deemed as acceptance of any Work or relieve the Contractor from any of the requirements of the Contract.

## **GR-3. CONTRACTOR’S OBLIGATIONS**

The Contractor shall, in good workmanlike manner, do and perform all work and furnish all supplies and materials, machinery, equipment, facilities, and all things necessary or proper to perform and complete all the Work within the time herein specified and in accordance with the provisions of this Contract, the Specifications, the Drawings, and any and all supplemental drawings pertaining to the Work. Contractor shall furnish, erect, maintain, and remove such construction, plants, and such temporary works as may be required. Contractor alone shall be responsible for the safety, efficiency, and adequacy of its plant, appliances, and methods, and for any damage which may result from their failure or their improper construction, maintenance, or operation. The Contractor shall observe, comply with, and be subject to all terms, conditions, requirements and limitations imposed by the Contract and local ordinances, and state and federal laws; and shall do, carry on, and complete the entire Work.

#### **GR-4. AUTHORITY OF THE COUNTY**

- A. The Contractor shall perform all of the Work under the general direction, and to the entire satisfaction, approval, and acceptance of the County. The County shall decide all questions relating to measurements of quantities, the character and acceptability of the Work performed, and as to whether the rate of progress is such that the Work will be completed within the time limit of the Contract. All questions as to the meaning of the Drawings and the Specifications will be decided by the County.
- B. The approval of the County of any materials, plant, equipment, Drawings, or of any other items executed, or proposed by the Contractor, shall be construed only to constitute an approval of general design. Such approval shall not relieve the Contractor from the performance of the Work in accordance with the Contract, or from any duty, obligations, performance guarantee, or other liability imposed upon him by the provisions of the Contract.
- C. Whenever in this Contract, the words “directed,” “required,” “permitted,” “ordered,” or words of like import are used, it shall be understood that the direction, requirement, permission, or order of the County is intended, and similar words, “approved,” “acceptable,” “satisfactory,” or words of like import shall mean approved by, acceptable to, or satisfactory to the County.

#### **GR-5. CHANGES IN THE WORK, FIELD ORDERS, AND CHANGE ORDERS**

- A. All changes, alterations, or instructions in regard to any feature of the Work that differ from the Drawings and Specifications must be approved in writing by Field Order or Change Order in all cases. No verbal instruction or order will be regarded as a basis for a claim for extra compensation or time.
- B. If a minor change in the Work is found to be necessary due to actual field conditions, the Contractor shall submit detailed drawings and written notification of the problems necessitating such departure for approval by the County before making the change. If the Contractor fails to make such request, no excuse will be entertained thereafter for Contractor’s failure to carry out the Work in the required manner and to provide required guarantees, warranties, and Bonds, and Contractor shall not be entitled to any change in the Contract Price, Contract Time or the Contract Term.
- C. The County may at any time, by issuing a Field Order, make changes in the details of the Work. The Contractor shall proceed with the performance of any changes in the Work so ordered by the County unless such Field Order entitles the Contractor to a change in Contract Price, Time, and/or Term, in which event the

Contractor shall give the County written notice thereof within fifteen (15) days after the receipt of the ordered change, and the Contractor shall not execute such changes until it receives an executed Change Order from the County. No extra cost or extension of time shall be allowed unless approved by the County and authorized by execution of a Change Order.

- D. The County may at any time order changes within the scope of the Work without invalidating the Contract.
- E. No claims for extra cost or time will be considered based on an escalation of prices throughout the Contract Term. The value of any work covered by a Change Order or of any claim for increase or decrease in the Contract Price shall be determined by one of the following methods in the order of precedence listed below.
  - (1) Unit prices previously approved.
  - (2) An agreed lump sum.
  - (3) The actual cost for labor, direct overhead, materials, supplies, equipment, and other services necessary to complete the changed Work. In addition, there shall be added an amount agreed upon but not to exceed fifteen percent (15%) of the actual cost of such work to cover the cost of general overhead and profit.
- F. The parties' execution of any Change Order constitutes a final settlement of all matters relating to the change in the Work which is the subject of the Change Order, including, but not limited to, all direct or indirect costs associated with such change and any and all adjustment to the Contract Price and the construction schedule. In the event a Change Order increases the Contract Price, Contractor must include the Work covered by such Change Orders in requests for payment as if such Work were originally part of the Contract.

#### **GR-6. TIME FOR COMPLETION**

- A. The Contractor understands and agrees that the date of the beginning of Work, rate of progress, and time for completion of the Work are essential conditions of this Contract.
- B. The Contractor agrees that the Work shall be executed regularly, diligently, and uninterrupted at such rate of progress as will insure its full completion thereof within the Contract Time. It is expressly understood and agreed, by and between the Contractor and the County, that the time for the completion of the Work described herein is a reasonable time for the completion of the same, taking into

consideration the average climate range and usual industrial conditions prevailing in this locality.

- C. If extraordinary adverse weather conditions are the basis for a claim for additional time, such claim shall be supported by the attachment of records of the National Oceanic and Atmospheric Administration showing meaningful variances from historic trends thereby substantiating the fact that weather conditions were abnormal for the period of time, could not have been reasonably anticipated and had an adverse effect on the scheduled construction activities. The Contractor shall be entitled to an extension of the Contract Time only for extraordinary adverse weather conditions that unavoidably delay activities scheduled at that time, and then only for the number of days of delay which are due solely to such extraordinary adverse weather conditions. The Contractor is not entitled to any costs associated with extraordinary adverse weather conditions.
- D. The County shall not be liable to the Contractor or any Subcontractor for claims or damages of any nature caused by or arising out of delays, regardless of cause. The sole remedy against the County for delays shall be the allowance of additional time for completion of the Work, the amount of which shall be based on actual and unavoidable delay.

#### **GR-7. SCHEDULES, REPORTS, AND RECORDS**

- A. The Contractor shall submit to the County such schedule of quantities and costs, progress schedules, payrolls, reports, estimates, records, and other data as the County may request concerning the Work performed or to be performed. The Contractor shall also submit a schedule of payments that he anticipates earning during the course of the Work.
- B. That Contractor shall coordinate and hold a meeting with its major Subcontractors and the County to discuss the Project schedule. Such meeting shall be held prior to Commencement of the Work under this Contract, but in no event later than ten (10) days after execution of this Contract by all parties. At that meeting, the Contractor shall present a draft Project schedule, and the Contractor and its Subcontractors shall, in collaboration with the County, assist in the preparation of a detailed and specific construction schedule. The Contractor shall be responsible for preparing and updating such schedule, which shall be complete in all respects and shall, when approved by the County, become the Construction Schedule and be automatically incorporated into the Contract and shall not be changed without the prior written consent of the County. The Construction Schedule shall not exceed the Contract Time, shall be revised and updated at appropriate intervals as required by the conditions of the Work and Project, shall be related to the entire Project to the extent required by the Contract, shall utilize Critical Path Method

(CPM) software that is compatible with County software, and shall provide for expeditious and practicable execution of the Work. The Construction Schedule shall be cost-loaded.

- C. The Construction Schedule shall, in such detail as the County may require, show the order in which Contractor will carry on the Work, including dates on which the various parts of the Work will start, and the estimated date of completion of each part. It shall also depict all requisite shop drawing submittals and approvals, manufacturing, fabrication, the installation of materials, supplies and equipment, testing, start-up, and training.
- D. The Contractor shall prepare and keep current, for the County's approval, a schedule of submittals which is coordinated with the Construction Schedule and allows the County reasonable time to review submittals. The Contractor shall perform the Work in general accordance with the most recent schedules submitted to the County.
- E. In the event the County determines that the performance of the Work has not progressed or reached the level of completion required by the Contract, the County will have the right to order the Contractor to take corrective measures necessary to expedite the progress of construction, including, without limitation, (1) working additional shifts or overtime; (2) supplying additional manpower, equipment, and facilities; and (3) other similar measures (hereinafter referred to collectively as "Extraordinary Measures"). Such Extraordinary Measures must continue until the progress of the Work complies with the stage of completion required by the Contract and the Construction Schedule. The County's right to require Extraordinary Measures is solely for the purpose of ensuring the Contractor's compliance with the Construction Schedule. The Contractor is not entitled to an adjustment in the Contract Price for undertaking Extraordinary Measures required by the County. The County may exercise the rights furnished the County under or pursuant to this paragraph as frequently as the County deems necessary to ensure that the Contractor's performance of the Work will comply with the completion date set forth in the Contract as the Contract Time.

#### **GR-8. COUNTY'S RIGHT TO SUSPEND OR TERMINATE WORK**

- A. *Termination for Convenience.* County may, for its own convenience and at its sole option, without cause and without prejudice to any other right or remedy of County, elect to terminate the Contract by delivering to the Contractor, at the address listed in the Notices article of this Contract, a written notice of termination specifying the effective date of termination. Such notice shall be delivered to Contractor at least thirty (30) days prior to the effective date of termination.

- B. *Termination for Default.* If the Contractor is adjudged bankrupt or insolvent, or if he makes a general assignment for the benefit of his creditors, or if a trustee or receiver is appointed for the Contractor or for any of his property, or if he files a petition to take advantage of any debtor's act or to reorganize under the bankruptcy or applicable laws, or if he fails to supply sufficient skilled workers or suitable materials or equipment, make payments to Subcontractors or for labor, materials or equipment, or if he disregards laws, ordinances, rules, regulations or orders of any public body having jurisdiction of the Work, or if he otherwise violates any provision of the Contract, then the County may, without prejudice to any other right or remedy, and after giving the Contractor and his surety a maximum of seven (7) days from delivery of a written notice, declare the Contract in default and terminate this Contract. In that event, the County may take possession of the Project and of all materials, equipment, tools, construction equipment and machinery thereon owned by the Contractor. The County may cause the Work to be completed and corrected by whatever method it deems expedient. If called upon by the County to finish the Work, the Contractor's surety shall promptly do so. In any case, the Contractor and its surety shall be liable to the County for any and all damages and costs incurred by the County as a result of any default by the Contractor, including without limitation all costs of completion or correction of the Work, liquidated damages, attorneys' fees, expert fees, and other costs of dispute resolution. Termination of this Contract pursuant to this paragraph may result in disqualification of the Contractor from bidding on future County contracts for a period of time not to exceed five (5) years.
- C. If Contractor's services are terminated by the County pursuant to paragraph A or B in this General Requirement, the termination will not affect any rights or remedies of the County then existing or which may thereafter accrue against Contractor or its surety. Any retention or payment of moneys due Contractor by County will not release Contractor from liability. If it is determined that the Contractor was not in default or that the failure to perform is excusable, a termination for default will be considered to have been a termination for the convenience of the County, and the rights and obligations of the parties shall be governed accordingly.
- D. In case of termination of this Contract before completion of the Work, Contractor will be paid only for materials and equipment accepted by the County and the portion of the Work satisfactorily performed through the effective date of termination as determined by the County.
- E. Except as otherwise provided in this General Requirement, neither party shall be entitled to recover lost profits, special, consequential or punitive damages, attorney's fees or costs from the other party to this Contract for any reason whatsoever.

- F. The parties' obligations pursuant to this General Requirement shall survive any Acceptance of Work, or expiration or termination of this Contract.

**GR-9. FINAL INSPECTION**

Upon notice from the Contractor that the Work is completed, the County shall make a final inspection of the Work, and shall notify the Contractor of all instances where the Work fails to comply with the Drawings and Specifications, as well as any defects the County may discover. At no cost to the County, the Contractor shall immediately make such alterations as are necessary to bring the Work into compliance with the Contract, the Drawings, and Specifications.

**GR-10. WARRANTIES, GUARANTEES AND CORRECTION OF WORK**

- A. The Contractor warrants to the County that materials and equipment furnished under the Contract will be new and of good quality, unless otherwise required or permitted by the Contract; that the Work will be free from defects not inherent in the quality required or permitted; and that the Work will conform to the requirements of the Contract. Work not conforming to these requirements, including substitutions not properly approved and authorized, is considered defective. The County, in its sole discretion, may exclude from the Contractor's warranty; remedies for damage or defect which the County determines were caused by abuse; modifications not executed by the Contractor; improper or insufficient maintenance; improper operation; and normal wear and tear and normal usage.
- B. Upon the completion of the Work, and as a condition of final payment, the Contractor shall guarantee in writing that all Work has been accomplished in conformance with the Contract. If required by the County, the Contractor shall also furnish additional satisfactory evidence as to the kind and quality of materials and equipment.
- C. The Contractor shall promptly, and in no event later than 48 hours after receiving written demand from the County, remedy any error, omission, defect, or non-compliance in the Work discovered by the County during construction or at any time thereafter until one year after the final completion of the Work. Nothing herein shall be deemed to shorten any statutory period of limitation otherwise applicable to any legal action by the County against the Contractor.
- D. Contractor shall pay for any damage caused by any omission or defect in the Work, including without limitation, any damage to other improvements or facilities. In the event that the Contractor should fail to timely make repairs, adjustments, or



other remedy that may be made necessary by such defects, the County may do so, and charge the Contractor the cost thereby incurred.

- E. All warranties and guaranties shall extend for the greatest of one (1) full year commencing on the dates of Substantial Completion of the Project or such longer period of time as is required by the Contract. The one (1) year period shall be extended with respect to portions of the Work first performed after Substantial Completion for a period of one (1) year after the actual performance of the Work. If any defect or deviation should exist, develop, be discovered or appear within such one (1) year period, the Contractor, at it sole cost and expense and immediately upon demand, shall fully and completely repair, correct, and eliminate such defect. The foregoing warranties and guarantees are cumulative of and in addition to, and not restrictive of or in lieu of, any and all other warranties and guarantees provided for or required by law. No one or more of the warranties contained herein shall be deemed to alter or limit any other. The Performance Bond shall remain in full force and effect throughout the applicable guarantee period set forth in this paragraph.
- F. Neither the final payment nor any provision of the Contract, nor partial or entire occupancy or use of the Work by the County, shall constitute an acceptance of any part of the Work that is not in accordance with the Contract or relieve the Contractor of liability for incomplete or faulty materials or workmanship.
- G. All manufacturer warranties and guarantees shall be delivered to the County prior to Substantial Completion and such delivery shall be a condition precedent to the issuance of the Certificate of Substantial Completion. Before final payment, the Contractor shall assign and transfer to the County all guarantees, warranties and agreements from all contractors, Subcontractors, vendors, Suppliers, or manufacturers regarding their performance, quality of workmanship or quality of materials supplied in connection with the Work. The Contractor represents and warrants that all such guarantees, warranties and agreements will be freely assignable to the County, and that upon final completion of the Work, all such guarantees, warranties and agreements shall be in place and enforceable by the County in accordance with their terms. Contractor's obligations pursuant to this General Requirement shall survive any acceptance of Work, or termination or expiration of this Contract.

**GR-11. CONTRACTOR'S PERSONNEL AND INDEPENDENT CONTRACTOR STATUS**

- A. The Contractor will supervise and direct the Work, including the Work of all Subcontractors. Contractor will be solely responsible for the means, methods, techniques, sequences, and procedures of construction. An experienced

Superintendent and necessary assistants competent to supervise the particular types of work involved shall be assigned to the Project by the Contractor, and shall be available at all times when work is in progress. The name of the Superintendent shall be submitted with qualifications of same prior to the start of the Work. If approved by the County, the Superintendent so named by the Contractor shall be employed by the Contractor and shall have served in a supervisory capacity on at least one Project of like description and size performed by the Contractor during the previous twelve months. Under no circumstances shall an employee of any Subcontractor serve as the Superintendent, unless approved by the County prior to being named Superintendent. The Superintendent shall represent the Contractor, and all directions given to the Superintendent shall be as binding as if given to the Contractor. Important communications shall be confirmed in writing. Other communications shall be similarly confirmed on written request in each case.

- B. The Contractor shall not change key members of its staff without the prior consent of the County, unless such staff members prove to be unsatisfactory to the Contractor and cease to be in its employ. If the Contractor intends to change a key staff member (defined as certain full-time personnel stationed at the site including Project Manager, Superintendent, Project Engineer, Assistant Project Manager, Assistant Superintendent, or Assistant Project Engineer) it shall give the County written notice at least fifteen (15) days prior to the intended change. The written notice shall include a description of qualifications for the new proposed key staff member. The County shall have the right to approve or disapprove the proposed key staff member.
- C. Only persons skilled in the type of work which they are to perform shall be employed. The Contractor shall, at all times, maintain discipline and good order among his employees, and shall not employ any unfit person or persons or anyone unskilled in the work assigned him.
- D. The relationship between the County and the Contractor shall be that of owner and independent contractor. Other than the consideration set forth herein, the Contractor, its officers, agents, servants, employees, and any Subcontractors shall not be entitled to any County employee benefits including, but not limited to social security, insurance, paid annual leave, sick leave, worker's compensation, free parking or retirement benefits. All services provided by Contractor shall be by employees of Contractor or its Subcontractors and subject to supervision by Contractor. No officer or employee of Contractor or any Subcontractor shall be deemed an officer or employee of the County. Personnel policies, tax responsibilities, social security payments, health insurance, employee benefits and other administrative policies, procedures or requirements applicable to the Work or services rendered under this Contract shall be those of the Contractor, not the County.

**GR-12. SUBCONTRACTING**

- A. The Contractor understands and agrees that it shall be a breach of this Contract to subcontract any portion of the Work on this Project unless
  - 1. The Work and the Subcontractor proposed to perform it have been declared in the Bid to the Contract; or
  - 2. The Contractor shall have obtained advance written approval from the County.
- B. The Contractor further understands and agrees that any work on this Project, which the Contractor secures in violation of this General Requirement, shall be deemed a donation from the Contractor for which the County shall not be obligated to pay. Nothing contained in this Contract shall create any contractual relation between any Subcontractor and the County. Upon request, Contractor shall provide the County with copies of each of its contract(s) and amendments with each Subcontractor.
- C. Nothing contained in this Contract shall create, nor be interpreted to create privity, or any other relationship whatsoever, between the County and any person, or entity or than Contractor.

**GR-13. ASSIGNMENTS**

The Contractor agrees it shall not sublet, assign, transfer, pledge, convey, sell, or otherwise dispose of the whole or any part of this Contract or his right, title, or interest therein to any person, firm, or corporation without the previous written consent of the County. If the County consents to any such assignment or transfer, then the Contractor binds itself, its partners, successors and assigns to all covenants of this Contract.

**GR-14. INDEMNIFICATION AND HOLD HARMLESS**

- A. The Contractor shall be responsible from the execution date or from the time of the beginning of the Work, whichever shall be the earlier, for all injury or damage of any kind resulting from the Work, to persons or property, including employees and property of the County. The Contractor shall exonerate, indemnify, and save harmless the County, its elected officials, officers, employees, agents and servants, hereinafter collectively referred to in this General Requirement as “the County Indemnitees,” from and against all claims or actions based upon or arising out of any damage or injury (including without limitation any injury or death to persons and any damage to property) caused by or sustained in connection with the performance of this Contract or by conditions created thereby or arising out of or

any way connected with Work performed under this Contract, as well as all expenses incidental to the defense of any such claims, litigation, and actions. Furthermore, Contractor shall assume and pay for, without cost to the County Indemnitees, the defense of any and all claims, litigation, and actions suffered through any act or omission of the Contractor, or any Subcontractor, or anyone directly or indirectly employed by or under the supervision of any of them. Notwithstanding any language or provision in this Contract, Contractor shall not be required to indemnify any County Indemnitee against claims, actions, or expenses based upon or arising out of the County Indemnitee's sole negligence.

- B. As between the County Indemnitees and the Contractor as the other party, the Contractor shall assume responsibility and liability for any damage, loss, or injury, including death, of any kind or nature whatever to person or property, resulting from any kind of claim made by Contractor's employees, agents, vendors, Suppliers or Subcontractors caused by or resulting from the performance of Work under this Contract, or caused by or resulting from any error, omission, or the negligent or intentional act of the Contractor, vendors, Suppliers, or Subcontractors, or any of their officers, agents, servants, or employees. The Contractor shall defend, indemnify, and hold harmless the County Indemnitees from and against any and all claims, loss, damage, charge, or expense to which they or any of them may be put or subjected by reason of any such damage, loss, or injury.
- C. The Contractor expressly agrees to provide a full and complete defense against any claims brought or actions filed against the County Indemnitees, where such claim or action involves, in whole or in part, the subject of the indemnity contained in this Contract, whether such claims or actions are rightfully or wrongfully brought or filed. The County has the sole discretion to choose the counsel who will provide the defense.
- D. No provision of this Contract and nothing herein shall be construed as creating any individual or personal liability on the part of any elected official, officer, employee, agent or servant of the County, nor shall the Contract be construed as giving any rights or benefits hereunder to anyone other than the parties to this Contract.
- E. The parties agree that Contractor shall be liable for all fines or civil penalties, which may be imposed by any local, federal or state County or regulatory agency that are a result of Contractor's performance of the Work under this Contract. Contractor shall pay the costs of contesting any such fines. The parties' obligations pursuant to this General Requirement shall survive any acceptance of Work, or termination or expiration of this Contract.

## **GR-15. ROYALTIES AND PATENTS**

The Contractor shall hold and save the County and its elected officials, officers, agents, servants, and employees harmless from liability of any nature or kind, including cost and expenses for, or on account of, any patented or unpatented invention, process, article, or appliance manufactured or used in the performance of the Contract, including its use by the County, unless otherwise specifically stipulated in the Contract.

## **GR-16. LAWS AND REGULATIONS**

- A. The Contractor's attention is directed to the fact that all applicable federal, state, and County laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the Project shall apply to the Contract throughout, and they will be deemed to be included in the Contract the same as though herein written out in full. The Contractor shall keep itself and its employees and Subcontractors fully informed of all laws, ordinances, and regulations in any manner affecting those engaged or employed in the Work or the materials used in the Work or in any way affecting the conduct of the Work and of all orders and decrees of bodies or tribunals having any jurisdiction or authority over same. If Contractor discovers any discrepancy or inconsistency in this Contract or in the Drawings or Specifications in relation to any such law, regulation, ordinance, order, or decree, Contractor shall promptly report the same, in writing, to the County. Contractor shall at all times observe and comply with all such laws, ordinances, and regulations, and shall protect and indemnify the County and its agents against any all damages and claims arising out of any violation of such law, ordinance, regulation, order, or decree, whether by Contractor or its employees or Subcontractors.
  
- B. Contractor shall not discriminate against any person in its operations, activities or performance of Work under this Contract. Contractor shall affirmatively comply with all applicable provisions of federal, state and local equal employment laws and shall not engage in or commit any discriminatory practice against any person based on race, age, religion, color, gender, national origin, physical or mental disability, or political affiliation. Contractor shall maintain a Drug Free Workplace.

## **GR-17. PERMITS AND INSPECTION FEES**

- A. Permits shall be secured by the Contractor, and inspections will be required, but the County will not charge the Contractor for permits and inspections obtained from the County. The Contractor shall secure and pay for any permits and inspection fees required by any other governmental entity or agency.

- B. Prior to execution of this Contract, Contractor shall provide the County with a copy of its current, valid business license. If Contractor is not a Georgia corporation, Contractor shall submit a certificate of authority to transact business in the state of Georgia and a copy of their valid business license issued by their home jurisdiction. Contractor shall provide the County with copies of all other required licenses, certifications and permits for the Contractor and/or all of Contractor's employees, personnel, agents or Subcontractors performing services that require licensure by the federal government, the State of Georgia, or the County. Contractor hereby warrants and represents that at all times during the Contract Term it shall maintain in good standing all required licenses, certifications, and permits required under federal, state and local laws necessary to perform the services required by this Contract.

#### **GR-18. LAND AND RIGHTS-OF-WAY**

Prior to entering on any land or right-of-way, the Contractor shall ascertain the requirements of applicable permits or easements obtained by the County, and shall conduct his work in accordance with requirements thereof, including the giving of notice. The Contractor shall be fully responsible for performing work to the requirements of any permit or easement granting entity, even though such requirements may exceed or be more stringent than that otherwise required by the Contract, and shall compensate the County fully for any loss or expense arising from failure of the Contractor to perform as required by such entity. The Contractor shall provide, at its own expense without liability to the County, any additional land and access thereto that the Contractor may desire for temporary construction facilities, or for storage of materials.

#### **GR-19. PROTECTION OF WORK, PROPERTY, AND PERSONS**

- A. The Contractor is responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. Contractor shall take all necessary precautions for the safety of, and will provide the necessary protection to prevent damage, injury or loss to all employees on the Project and other persons who may be affected thereby, all the Work and all materials or equipment to be incorporated therein, whether in storage on or off the site, and other property at the site or adjacent thereto, including trees, shrubs, lawns, lakes, drainage ways, walks, pavements, roadways, structures, and utilities not designated for removal, relocation or replacement in the course of construction.
- B. The Contractor shall erect and maintain, as required by the conditions and progress of the Work, all necessary warning safeguards for devices and the safety and protection of the Work, the public and adjoining property.

- C. If existing utilities or structures are indicated by the Contract, no warranty is made as to the accuracy or completeness of such indication or the information provided regarding such utilities or structures. The Contractor shall comply with all applicable state law concerning the marking and location of existing utilities. The Contractor shall, prior to commencing other on-site work, accurately locate above and below ground utilities and structures, which may be affected by the Work, using whatever means may be appropriate, and shall verify the nature and condition of such utilities and structures. The Contractor shall mark the location of existing utilities and structures, if they are not otherwise readily visible, with flagging, stakes, barricades, or other suitable means, and shall preserve and protect all utilities and structures not designated for removal, relocation, or replacement in the course of construction. Contractor shall notify the County promptly of discovery of any conflict between the Contract and any existing facility.
- D. All existing utilities, both public and private, including but not limited to, sewer, gas, water, electrical, and telephone services, shall be protected and their operation shall be maintained through the course of the Work. Any temporary shutdown of an existing service shall be arranged between the Contractor and the responsible agency. The Contractor shall assume full responsibility and hold the County harmless from the result of any damage that may occur as a result of the Contractor's activities in this regard.
- E. In emergencies affecting the safety of persons or the Work or property at the site or adjacent thereto, or unanticipated conditions where delay would substantially impact the time or cost of work, the Contractor, upon notification to the County, shall act to prevent threatened damage, injury, or loss. Any claim for compensation or extension of time by the Contractor due to such extra work shall be submitted to the County within ten (10) days of the date of performing such work or deviations in the manner prescribed for a Change Order.

#### **GR-20. PROHIBITED INTERESTS**

No official of the County who is authorized in such capacity and on behalf of the County to negotiate, make, accept, or approve, or to take part in negotiating, making, accepting, or approving any architectural, engineering, inspection, construction, or material supply contract, or any subcontract in connection with the construction of the Project, shall become directly or indirectly interested personally in this Contract or in any part hereof. No officer, employee, architect, attorney, engineer, or inspector of or for the County who is authorized in such capacity and on behalf of the County to exercise any legislative, executive, supervisory, or other similar functions in connection with the construction of the Project, shall become directly or indirectly interested personally in this Contract or in any part thereof, any material supply contract, subcontract, insurance contract, or any other contract pertaining to the Project.

**GR-21. FIRST SOURCE JOBS ORDINANCE**

The Contractor is required to comply with the DeKalb County First Source Jobs Ordinance, Code of DeKalb County as Revised 1988, section 2-231 *et seq.*, and among other things, is required to make a good faith effort to hire DeKalb County residents for at least fifty percent 50% of all jobs created by an Eligible Project, as that term is defined in the First Source Ordinance, using the First Source Registry.

**GR-22. FOREIGN CORPORATIONS**

In the event the Contractor is a foreign corporation, partnership, or sole proprietorship, the Contractor hereby irrevocably appoints the Georgia Secretary of State as its agent for service of all legal process for the purposes of this Contract only.

**GR-23. SPECIFICATIONS AND DRAWINGS**

- A. The Specifications, the Drawings and the Contract shall be supplementary to each other, and any material, workmanship, and/or service which may be in one, but not called for in the others, shall be as binding as if indicated, called for, or implied by all.
- B. Each section or type of work is described separately in the Technical Specifications; however, should any item of material, equipment, work, or combinations of such be required in one section, and not be described in that section and a similar item described in another section, that description shall apply regardless of the section under which it is described.
- C. Any discrepancies found between the Drawings and Specifications and site conditions, or any inconsistencies or ambiguities in the Drawings or Specifications shall be immediately reported to the County, in writing, who shall promptly correct such inconsistencies or ambiguities in writing. Work done by the Contractor after his discovery of such discrepancies, inconsistencies, or ambiguities shall be done at the Contractor's risk.
- D. Upon award of the Contract, the Contractor will be supplied, free of charge, up to three complete sets of the Contract Drawings and Specifications. Any prints and Specifications in excess of these shall be furnished at cost at the Contractor's expense.
- E. The Contractor shall furnish, with reasonable promptness, all samples as directed by the County for approval for conformance with the design concept of the Project



and for compliance with the information stated in the Contract. The Work shall be in accordance with approved samples.

- F. The County may, without changing the scope of the Work, furnish the Contractor additional instructions and detail drawings, as necessary to carry out the Work required by the Contract. The additional drawings and instructions thus supplied will become a part of the Contract. The Contractor shall carry out the Work in accordance with the additional detail drawings and instructions.
- G. Attention is directed to the fact that the detailed Specifications and separate sections may be written in short or abridged form. In regard to every section of the Specifications and all parts thereof, mentioned therein, or indications on the Drawings of articles, materials, operations, or methods, requires that the Contractor:
  - (1) Provide each item mentioned and indicated of a quality or subject to qualifications noted;
  - (2) Perform according to conditions stated, each operation prescribed; and
  - (3) Provide therefore all necessary labor, equipment, and incidentals.
- H. For convenience of reference and to facilitate the letting of contracts and subcontracts, these Specifications are separated into titled sections. Such separation shall not, however, operate to make the County an arbiter to establish limits for the contracts between the Contractor and Subcontractors.
- I. Notwithstanding the appearance of such language in the various sections of the Specifications as, "The Paving Contractor," "The Grading Contractor," etc., the Contractor is responsible to the County for the entire Contract and the execution of all Work referred to in the Contract.

#### **GR-24. CONTRACTOR'S SUBMITTALS**

- A. The Contractor shall submit all Submittals to the official or employee so designated by the chief executive officer all Submittals as required under the Specifications and in such time and manner that will allow at least ten (10) days for the County's review, pursuant to the Construction Schedule. No portion of the Work shall commence until all Submittals relating to such portion have been approved by the County.
- B. The approved Drawings will be supplemented by such shop drawings as are needed to adequately control the Work. Shop Drawings, product data, samples and other Submittals are not parts of the Contract. The purpose of their submittal is to

demonstrate for those portions of the Work for which Submittals are required by the Contract, the way by which the Contractor proposes to conform to the information given and the design concept expressed in the Contract. Informational Submittals, upon which a County employee, the Architect or Engineer, if retained by the County in connection with the Project, is not expected to take responsive action, may be so identified in the Contract. Submittals which are not required by the Contract may be returned by the County without action. The approval of a Submittal shall not authorize any deviation from or alteration of the Drawings or Specifications absent a Change Order or Field Order.

- C. Shop drawings to be furnished by the Contractor for any structure shall consist of such detailed drawings as may be required for the execution of the Work.
- D. Drawings for false work, centering, and form work may also be required per the Specifications and in such cases shall be likewise subjected to approval unless approval is waived.
- E. The County's review will be within reasonable promptness as to cause no delay in the Work. Approval of the Contractor's Submittals does not relieve the Contractor of any responsibility for accuracy of dimensions and details or from otherwise ensuring that the Work complies with the requirements of the Contract. It is mutually agreed that the Contractor shall be responsible for agreement and conformity of Submittals with the Drawings and Specifications. The County will review and approve or take other appropriate action upon the Contractor's Submittals such as shop drawings, product data and samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract. Review of submittals is not conducted for the purpose of determining the accuracy and completeness of details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract. The County's review shall not constitute approval of safety precautions or of any construction means, methods, techniques, sequences or procedures. The County's approval of a specific item shall not indicate approval of an assembly of which the item is a component.
- D. It is the responsibility of the Contractor to check all Submittals before same are submitted to the County for approval. Submittals which have not been checked and approved by the Contractor will not be reviewed by the County.
- E. Submittals shall be submitted only by the Contractor who shall indicate by a signed stamp on the drawings that he has checked the Submittals and that the work shown on them is in accordance with Contract requirements and has been checked for dimensions and relationship with work of all other trades involved. Under no conditions shall Submittals be accepted from anyone other than the Contractor.

- F. The Contractor shall furnish the County with at least six copies of all Submittals for approval. Two finally approved copies will be returned to the Contractor for his use. The Contract Price shall include the cost of furnishing all Submittals and the Contractor will be allowed no extra compensation for such drawings.
- G. The approval of such Submittals shall not relieve the Contractor from responsibility for deviations from Drawings or the Specifications unless he has in writing called attention to such deviations, and the County has approved the changes or deviations in writing at the time of submission, nor shall it relieve him from the responsibility for errors of any kind in Submittals. When the Contractor does call such deviations to the attention of the County, he shall state in writing whether or not such deviations involve any extra cost. If this is not mentioned, it will be assumed that no extra cost is involved for making the change.
- H. The Contractor shall prepare and maintain a log of all Submittals which includes, at a minimum, the submittal number, revision number, description, responsible company, proposed submittal date, date actually submitted, date approved, any comments received, approval status, and resubmittal information. The log shall be updated at least on a monthly basis and made available to the County for review upon request.

**GR-25. AS-BUILT DRAWINGS**

The Contractor shall maintain a red-lined set of drawings on site during the progress of the Work, indicating any Field Orders, Change Orders and the location of the portion of the Work or equipment actually installed. The Contractor shall, upon completion of the Work, furnish a marked set of reproducible drawings indicating any field changes and the location of Work as actually installed, if different from the requirements of the Contract, and deliver them to the County in hard copy as well as an electronic copy compatible with the County's software and hardware system.

**GR-26. EXAMINATION OF WORK BY CONTRACTOR**

It is understood and agreed that the Contractor has, by careful examination, satisfied himself as to the nature and location of the Work, the configuration of the ground, the character, quality, and quantity of the facilities needed preliminary to and during the prosecution of the Work, the general and local conditions, and all other matters which can in any way affect the Work or the cost thereof under this Contract.

**GR-27. INSPECTION AND TESTING OF MATERIALS**

Unless otherwise specifically provided for, the inspection and testing of materials and finished articles to be incorporated in the Work as required by the Specifications shall be made

by the County, or bureaus, laboratories, or agencies selected by the County. The cost of such inspection and testing shall be paid by the Contractor unless County agrees to pay the cost. Materials and finished articles shall have passed the required tests prior to the incorporation of such materials and finished articles in the Work. The County may require, and the Contractor shall furnish if required to do so, certificates from manufacturers to the effect that the products or materials furnished by them for use in the Work comply with the applicable specified requirements for the materials or products being furnished.

#### **GR-28. INSPECTION OF WORK**

- A. The Contractor shall, at all times, permit and facilitate inspection of the Work by authorized representatives of the County and public authorities having jurisdiction in connection with the Work of this Contract. The presence or observations of the County or its representative at the site of the Work shall not be construed to, in any manner, to relieve the Contractor of its responsibility for strict compliance with the provisions of the Contract.
- B. If the Drawings, Specifications, County's instructions, laws, ordinances, or a public authority require any work to be specially tested or approved, the Contractor shall give the County timely notice of its readiness for observation or inspection. If the inspection is by another authority, then the County shall be advised of the date fixed for such inspection. Required certificates of inspection shall be secured by the Contractor. Contractor, having secured all certificates of inspection, will deliver same to the County upon completion. If any Work should be covered up without approval or consent of the County, it shall, if required by the County, be uncovered for examination at the Contractor's expense. The recovering of such Work after inspection shall be at Contractor's expense.
- C. Should any disagreement or difference arise as to the estimate, quantities, or classifications or as to the meaning of the Drawings or Specifications, or any point concerning the character, acceptability, and nature of the several kinds of work, any materials and construction thereof, the decisions of the County shall be final and conclusive and binding upon all parties to the Contract.
- D. If the County determines that portions of the Work require additional testing, inspection or approval beyond the requirements of the Specifications, the County will instruct the Contractor to make arrangements for such additional testing, inspection or approval by an entity acceptable to the County, and the Contractor shall give timely notice to the County of when and where tests and inspections are to be made so that the County may be present for such procedures. Such costs, except as provided below, shall be at the County's expense.
- E. If such procedures for testing or inspection reveal failure of the portions of the Work to comply with requirements established by the Contract, all costs made

necessary by such failure including those of repeated procedures shall be at the Contractor's expense.

- F. Required certificates of testing, inspection or approval shall, unless otherwise required by the Contract, be secured by the Contractor and promptly delivered to the County or the Architect if one is retained by the County in connection with the Project. Tests or inspections conducted, pursuant to the Contract, shall be made promptly to avoid unreasonable delay in the Work.

#### **GR-29. REQUESTS FOR SUBSTITUTIONS**

- A. Requests for substitutions of proprietary products or of a particular manufacturer, vendor, or Subcontractor must be accompanied by the following documentation:
  - (1) Full explanation of the proposed substitution and submittal of all supporting data including technical information, catalog cuts, warranties, test results, installation instructions, operating procedures, and other like information necessary for a complete evaluation of the substitution;
  - (2) Reasons the substitution is advantageous or necessary, including benefits to the County and the Work in the event the substitution is acceptable;
  - (3) The adjustment, if any, in the Contract Price, in the event the substitution is acceptable;
  - (4) The adjustment, if any, in the Contract Term or Time and the construction schedule in the event the substitution is acceptable;
  - (5) An affidavit stating that (1) the proposed substitution conforms and meets all the requirements of the pertinent Specifications and the requirements shown on the Drawings and (2) the Contractor accepts the warranty and correction obligations in connection with the proposed substitution as if originally specified;
  - (6) Proposals for substitutions must be submitted in triplicate to the County in sufficient time to allow the County no less than ten (10) working days for review; and
  - (7) No substitutions will be considered or allowed without the Contractor's submittal of complete substantiating data and information as stated hereinbefore.

- B. Substitutions and alternates may be rejected at the County's discretion without explanation and will be considered only under one or more of the following conditions:
- (1) Required for compliance with interpretation of code requirements or insurance regulations then existing;
  - (2) Unavailability of specified products, through no fault of the Contractor; or
  - (3) Subsequent information discloses inability of specified products to perform properly or to fit in designated space;
  - (4) Manufacturer/fabricator refuses to certify or guarantee performance of specified product as required; and
  - (5) When in judgment of the County, that a substitution would be substantially to the County's best interests, in terms of costs, time, or other considerations.
- C. Whether or not any proposed substitution is accepted by the County, the Contractor must reimburse the County for any fees charged by the Architect or other consultants for evaluating each proposed substitute. By making requests for substitutions based on the above, the Contractor:
- (1) Represents and warrants that the Contractor has personally investigated the proposed substitute product or Subcontractor and determined that it is equal or superior in all respects to the product or Subcontractor previously specified;
  - (2) Represents and warrants that the Contractor will provide the same warranty for the substituted product or for the workmanship of the substituted Subcontractor, as applicable, that the Contractor would have provided for the product or Subcontractor previously specified;
  - (3) Certifies that the cost data presented, in the form of certified quotations from Suppliers of both specified and proposed equipment is complete and includes all related costs under this Contract, but excludes costs under separate contracts, and waives all claims for additional costs related to the substitution which subsequently become apparent; and
  - (4) Agrees that the Contractor will coordinate the installation of the accepted substitution, making such changes as may be required for the Work to be complete and in accordance with the Contract in all respects.

- D. Contractor shall not propose an item for substitution unless it is equal to or superior to the specified item or items in construction, efficiency, and utility. The opinion of the County as to the equality or superiority of the item shall be final, and no substitute material or article shall be purchased or installed without the County's written approval.
- E. In case of a difference in price, the County shall receive all benefits of the difference in cost involved in any substitution, when lower, and the Contract altered by Change Order to credit the County with any savings to be obtained. However, the County shall not be charged for any additional cost in the case of a price increase.

**GR-30. REJECTIONS OF WORK AND MATERIALS**

- A. All Work that is defective or deviates from the Drawings or Specifications will be rejected. All rejected Work shall be replaced immediately with other material, equipment, or work which conforms with the Drawings and Specifications at no additional cost to the County. If rejected Work is not removed within forty-eight hours from the date of letter of notification, the County shall have the right and authority to stop the Work immediately and/or to arrange for the removal of said rejected Work at the cost and expense of the Contractor.
- B. Inspection of the Work shall not relieve the Contractor of any of its obligations, and defective Work shall be made good regardless of whether it has been previously inspected by the County and accepted or estimated for payment. The failure of the County to reject or condemn improper materials or workmanship shall not be considered as a waiver of any defect that may be discovered later.

**GR-31. MATERIALS, SERVICES, AND FACILITIES**

- A. The Contractor shall at all times employ sufficient labor and equipment for executing the Work to full completion in the manner and time specified. Failure of the Contractor to provide adequate labor and equipment shall constitute a default of the Contract. The labor and equipment to be used in the Work by the Contractor shall be sufficient to meet the requirements of the Work and shall be such as to produce a satisfactory quality of work in accordance with accepted industry practices and within the Contract Time.
- B. Materials and equipment shall be so stored and handled as to insure the preservation of their quality and fitness for the Work. Stored materials and equipment to be incorporated in the Work shall be located so as to facilitate prompt inspection. No product which has in any way become unfit for the intended purpose shall be incorporated into the Work.

- C. Manufactured articles, materials, and equipment shall be applied, installed, connected, erected, cleaned, and conditioned as directed by the manufacturer. Contractor shall promptly notify the County of any conflict between the instructions of any manufacturer and the requirements of the Drawings or the Specifications.
- D. Materials, supplies, and equipment to be incorporated into the Work shall be new and unused unless otherwise specifically stated in the Contract. The source of supply for all such products shall be submitted to the County, together with detailed descriptions thereof in the form of samples, shop drawings, tests, or other means necessary to adequately describe the items proposed. Approval by the County of a manufacturer or supplier shall not constitute the approval of materials, supplies, or equipment obtained from such manufacturer or supplier if they do not comply with the requirements of the Contract. If, after trial or installation, it is found that sources of supply, even though previously approved by the County, have not furnished products meeting the intent of the Contract, the Contractor shall thereafter furnish products from other approved sources, and shall remove completed Work incorporating products which do not meet Contract requirements.
- E. The Contractor shall confine operations to areas permitted by law, ordinances, permits and the Contract, and shall not unreasonably encumber the site with materials or equipment. The Contractor shall provide parking for all construction vehicles only within the construction limits as indicated on the drawings or make appropriate arrangements as permitted by law.
- F. Only materials and equipment which are to be used directly in the Work may be brought to and stored on the Project site by the Contractor. After equipment is no longer required for the Work, it must be promptly removed from the Project site. Protection of construction materials and equipment stored at the Project site from weather, theft, damage, and all other adversity is the sole responsibility of the Contractor.
- G. The Contractor and any entity for which the Contractor is responsible must not erect any sign on the Project site without the prior written consent of the County, which may be withheld in the sole discretion of the County.
- H. Contractor must ensure that the Work, at all times, is performed in a manner that affords reasonable access, both vehicular and pedestrian, and for emergency response to the site of the Work and all adjacent areas. The Work must be performed, to the fullest extent reasonably possible, in such a manner that public areas adjacent to the site of the Work are free from debris, building materials and equipment likely to cause hazardous conditions. Without limitation of any other provision of the Contract, Contractor must use its best efforts to minimize any



interference with the occupancy or beneficial use of any areas and buildings adjacent to the site of the Work, or the Project.

- I. Without prior approval of the County, the Contractor shall not permit any worker to use any existing facilities at the Project site, including, without limitation, lavatories, toilets, entrances, and parking areas other than those designated by the County for such use. Without limitation of any other provision of the Contract, the Contractor shall use its best efforts to comply with all rules and regulations promulgated by the County in connection with the use and occupancy of the Project site, as amended from time to time. The Contractor shall immediately notify the County in writing if during the performance of the Work, the Contractor finds compliance with any portion of such rules and regulations to be impracticable, setting forth the problems that may be caused by such compliance and suggesting alternatives through which the results intended by such portions of the rules and regulations can be achieved. The County may, in the County's sole discretion, adopt such suggestions, develop new alternatives or require compliance with the existing requirements of the rules and regulations. The Contractor shall also comply with all insurance requirements applicable to the use and occupancy of the Project site.
- J. Unless otherwise provided in the Contract, Contractor shall provide and maintain a suitable office on the site for its own use and for the use of representatives of the County. Contractor shall furnish sufficient heat, artificial light, ventilation and janitor's service, and shall also provide a table or desk, plan rack and chairs, all for the use of those visiting the job, in addition to such furnishings as he provides for his own use. Temporary offices and other structures shall be located where approved by the County, and shall be removed from the premises upon completion of the Contract or earlier if so directed by the County.
- K. Contractor may be required by the County, at the beginning of Work, to provide, at the Project site, suitable and adequate temporary toilets and enclosure for use of workers on the job, shall maintain same in sanitary condition, and shall remove same at the completion of construction operations and/or when directed by the County. Contractor shall not allow any sanitary nuisances to be committed in or about the site and shall enforce sanitary regulations of local and state health authorities.
- L. The Contractor shall cooperate with the County in any required use of the property and arrange for storage of materials on the Project site in such areas as are mutually agreed upon. The Contractor shall allot suitable and proper space to its Subcontractors for the storing of their materials and for the erection of their sheds and tool houses. Should it be necessary at any time to move materials, sheds, or storage platforms, the Contractor shall, at its own expense move same as and when directed by the County.

- M. Unless otherwise instructed by the County, the Contractor shall repair and return to original condition all buildings, streets, curbs, sidewalks, utilities or other facilities affected by the Contractor's performance of the Work. The County's decisions in matters relating to aesthetic effect shall be final if consistent with the intent of the Contract.

#### **GR-32. UTILITIES DURING CONSTRUCTION**

Contractor shall furnish all utilities and pay for all bills for utilities used during construction. Utilities shall include electric power, fuel of any sort used for heating, etc., telephone services, cable and internet, if necessary, and water. Contractor shall provide all temporary connections to utilities when not provided by the utility company or others at no additional cost to the County. Contractor shall, if required by the County, install and maintain at his own expense, a job telephone and communications equipment necessary for the execution of the Work for the Contract Time.

#### **GR-33. TEMPORARY HEAT AND AIR CONDITIONING**

The Contractor shall provide, at his own expense, temporary heat or air conditioning, as necessary, to protect all Work and materials against injury from heat, dampness or cold. Fuel, equipment and method of heating and cooling shall be satisfactory to the County and shall not present a fire hazard. Contractor shall comply with the requirements in the Specifications for specific temperatures to be maintained.

#### **GR-34. MAINTENANCE MANUAL**

Contractor shall, prior to completion of Contract, deliver to the County two (2) copies of a manual, assembled, indexed, and bound, for the County's guidance, full details for care and maintenance of visible surfaces and of equipment included in Contract. Contractor shall, for this manual, obtain from Subcontractors literature of manufacturers relating to equipment, including motors; also furnish cuts, wiring diagrams, instruction sheets and other information pertaining to same that will be useful to the County in over-all operation and maintenance. Where the above-described manuals and data are called for under separate sections of the Specifications, they are to be included in the manual described in this General Requirement.

#### **GR-35. WEATHER CONDITIONS**

The Contractor will be required to protect all work and materials against damage or injury from the weather. If, in the opinion of the County, any work or materials shall have been damaged or injured by reason of failure to protect such, all such materials or work shall be removed and replaced at the expense of the Contractor.

### **GR-36. LINES, GRADES, AND MEASUREMENTS**

- A. Such stakes and markings as the County may set for either its or the Contractor's guidance shall be preserved by the Contractor. Failure to protect such stakes or markings may, at the County's discretion, shall result in the Contractor being charged for their replacement.
- B. The Contractor must exercise proper care and caution to verify the grades and figures furnished by or on behalf of the County before proceeding with the Work, and shall be responsible for any damage or defective work caused by its failure to exercise such care and caution. Contractor shall promptly notify the County of any errors or discrepancies it may discover in order that the proper corrections may be made.
- C. Before ordering materials or doing work, the Contractor shall measure and verify the dimensions and locations of all existing structures, substrata, and features that affect the Work and shall be responsible for the correctness of same. No consideration will be given any claim based on the differences between the actual dimensions and those indicated on the Drawings. Contractor shall promptly notify the County of any difference which may be found and shall obtain direction from the County before proceeding with the affected Work.

### **GR-37. CLEANING UP**

- A. The Contractor shall at all times, keep the premises free from accumulation of waste materials or rubbish caused by Contractor's employees or work. Upon completion of the Work, the Contractor shall remove all his plants, tools, materials, and other articles from the property of the County.
- B. If the Contractor fails to clean up, as provided in the Contract, the County may do so, and the cost thereof shall be charged to the Contractor. Contractor shall ensure that neither it, its Subcontractors, nor their employees or agents bring any hazardous materials or other materials/waste regulated by state, federal or local law, which are not commonly used in the construction process or which are not listed in any Specifications for the Project onto the Project site without first obtaining the County's advance written approval. Contractor agrees to ensure that any hazardous materials/waste or other materials/waste regulated by state, federal or local law that Contractor, its Subcontractors or their employees or agents, bring onto or generate at the Project Site are handled in accordance with all applicable laws.

- C. The Contractor shall pay all required material disposal fees and shall dispose of all materials in accordance with all applicable laws and regulations. The Contractor shall be responsible for all costs associated with improper disposal of materials, including any clean-up costs, fines or penalties, whether levied against the Contractor or the County.
- D. In addition to removing rubbish on a periodic basis and leaving the building broom clean, the Contractor shall clean all tile and glass; replace broken glass; remove stains, paint spots, and dirt from all Work; clean and polish all plumbing fixtures and equipment; and remove all temporary protection items. To the maximum extent reasonably possible, the Contractor shall keep the interior of the building free of combustible materials as the Work progresses.
- E. The Contractor shall maintain and keep clean at all times the immediate approach to the Project site, including the roads abutting the Project site.

**GR-38. BARRICADES**

- A. Contractor shall provide barricades and protective barriers around excavations, so that the public is adequately warned of such hazards. Lanterns shall remain lighted from sundown to sunrise and at all other times when the labor forces are not on the job site.
- B. Delivery of construction materials and equipment shall be only to locations approved by the County.

**GR-39. NO THIRD-PARTY BENEFICIARY**

Except as expressly and specifically set forth herein, this Contract shall not be deemed to provide any third-party with any remedy, claim, right of action, or other right.

**GR-40. SEVERABILITY**

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

#### **GR-41. INTERPRETATION**

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

#### **GR-42. PRIOR CONTRACTS; CONFLICT IN DOCUMENTS**

The Contractor may in no case claim a waiver of any specification requirements on the basis of previous approval of material or workmanship on other jobs of like nature or on the basis of what might be considered "standard" for material or workmanship in any particular location. The Contract for this Project shall govern the Work. If any portion of the Contract shall be in conflict with any other portion, the various documents comprising the Contract shall govern in the following order of precedence: Contract, Change Orders or modifications issued after execution of the Contract; the General Requirements of the Contract; the Specifications; the Drawings, as between schedules and information given on the Drawings, the schedules shall govern; as between figures given on Drawings and the scaled measurements, the figures shall govern; as between large-scale Drawings and small-scale Drawings, the larger scale shall govern; and detailed Drawings shall govern over general Drawings; and the Bid Document Package.

#### **GR-43. ENTIRE AGREEMENT**

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

#### **GR-44. COUNTERPARTS**

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

**GR-45. VENUE**

The courts of DeKalb County, Georgia shall have exclusive jurisdiction to try disputes arising under or by virtue of this Contract.

**GR-46. RIGHT TO AUDIT**

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

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