

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

December 14, 2020

INVITATION TO BID (ITB) NO. 20-101308

FOR

WELDING SHOP DRAINAGE IMPROVEMENT

DEKALB COUNTY, GEORGIA

Procurement Agent: L. Deneen Walters
 Phone: 404-687-3558
 Email: ldwalters@dekalbcountyga.gov

Mandatory DeKalb First LSBE Meeting: December 16 & December 23, 2020
 (Bidders must attend 1 meeting on either of the dates listed in person or via video conference.) (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”

December 21, 2020, 11:00 a.m. (Mandatory Meeting)
 DeKalb County Welding Shop, 799 Camp Road, Decatur, GA 30032

Pre-Bid Conference and Site Visit:

Deadline for Submission of Questions: 5:00 P.M. ET, December 23, 2020
 Bid Opening: 3:00 P.M. ET, January 7, 2020
 Price Schedule Opening: 3 – 5 Business days after Bid Opening

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

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

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INVITATION TO BID OVERVIEW

A. PURPOSE:

DeKalb County Government (the County) is soliciting bids for **ITB No. 20-101308 and Welding Shop Drainage Improvement** from responsible bidders.

B. GENERAL INFORMATION:

1. BID TIMETABLE:

The anticipated schedule for the bid process is as follows:

Date Issued:	December 14, 2020
Mandatory DeKalb First LSBE Meeting: (Bidders must attend 1 meeting on either of the dates listed.)	December 16 & December 23, 2020 (Meetings are held at 10:00 a.m. and 2:00 p.m.) December 21, 2020, 11:00 a.m. (Mandatory Meeting) DeKalb County Welding Shop, 799 Camp Road, Decatur, GA 30032
Pre-Bid Conference and Site Visit:	
Deadline for Submission of Questions:	5:00 P.M. ET, December 23, 2020
Bid Opening:	<u>3:00 P.M. ET, January 7, 2020</u>
Price Schedule Opening:	3 – 5 Business days after Bid Opening
Bids Valid Until:	Bids shall be valid for 90 days from and including the bid opening date.

Sealed bids are to be addressed and delivered to:

DeKalb County Department of Purchasing and Contracting
Maloof Administration Building
1300 Commerce Drive, 2nd Floor
Decatur, Georgia 30030, not later than **3:00 P.M. ET, January 7, 2021.**

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

Submit **one original bid package** (inclusive of the entire Invitation to Bid document and required documents with the exception of the price schedule) stamped “Original” and **two sealed identical copies** stamped “Copy” of the bid package to the address listed above.

2. CONTACT PERSON:

The contact person for this bid is **L. Deneen Walters, procurement agent**. General inquiries concerning the meaning or interpretation of this Invitation to Bid (ITB) may be requested from the contact person via telephone at 404-687-3558 or via email at LDWalters@dekalbcountyga.gov. Questions and requests for information or clarification concerning the specifications in this ITB must be submitted to the above listed contact person via email no later than the date and time listed in the bid timetable. Questions and requests received after the above stated time or sent to anyone other than the listed contact person will not receive a response or be the subject of addenda.

3. QUESTIONS:

All requests must be in writing. Any explanation desired by a bidder regarding the meaning or interpretation of the Invitation to Bid, drawings, specifications, requirements, etc., must be requested in writing and with sufficient time allowed for a reply to reach bidders before the submission of their bids. If any statement in the bidding documents, specifications, plans, etc., appear ambiguous to the Bidder, Bidder is specifically instructed to make a written request to the Department of Purchasing and Contracting as outlined *in* the preceding sentence. Any information given to a prospective bidder concerning an Invitation to Bid will be furnished to all prospective bidders, as an addenda to the Invitation, if such information is necessary to bidders in submitting bids on the Invitation or if the lack of such information would be prejudicial to uninformed bidders. Oral explanations or instructions given before the award of the contract will not be binding. **Questions must be submitted no later than 5:00 pm EST on “December 23, 2020.”**

4. ADDITIONAL INFORMATION/ADDENDA:

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

INVITATION TO BID PROCEDURES

BIDDER INFORMATION:

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

10. It is the responsibility of each Bidder to ensure that its submission is received by 3:00 p.m. on the bid due date. The time/date stamp clock located in the Department of Purchasing & Contracting shall serve as the official authority to determine lateness of any bid. The bid opening time shall be strictly observed. Be aware that visitors to our offices will go through a security screening process upon entering the building. Bidders should plan enough time to ensure that they will be able to deliver their submission prior to our deadline. Late submissions, for whatever reason, will not be evaluated. Bidders should plan their deliveries accordingly. Telephone or fax bids will not be accepted.
11. Price Schedule openings shall be conducted in the Department of Purchasing and Contracting three (3) to five (5) days after the bid opening. Only the Price Schedules of responsive bidders shall be opened. The County reserves the right to decide which bid(s) will be deemed responsive and said determination shall be made in accordance with the requirements stated in this solicitation.
12. Federal Work Authorization

Pursuant to O.C.G.A. §13-10-91, the County cannot enter into a contract for the physical performance of services unless the Contractor, its Subcontractor(s) and sub-subcontractor(s), as that term is defined by state law, register and participate in the Federal Work Authorization Program to verify specific information on all new employees. The Bidder certifies that he/she has complied and will continue to comply throughout the contract term with O.C.G.A. §13-10-91 and any related and applicable Georgia Department of Labor Rule. Contractor agrees that in the event it employs or contracts with any Subcontractor(s) in connection with this contract, Contractor will secure from each Subcontractor an affidavit that certifies the Subcontractor's current and continuing compliance with O.C.G.A. §13-10-91 throughout the contract term. Each Subcontractor agrees that in the event it employs or contracts with any sub-subcontractor(s), each Subcontractor will secure from each sub-subcontractor an affidavit that certifies the sub-subcontractor's current and continuing compliance with O.C.G.A. §13-10-91 throughout the contract term.
13. LSBE Information
 - a. It is the objective of the Chief Executive Officer and Board of Commissioners of DeKalb County to provide maximum practicable opportunity for all businesses to participate in the performance of government contracts. The current DeKalb County List of Certified Vendors may be found on the County website at <http://www.dekalbcountyga.gov/purchasing/>.
 - b. It is required that all responding Bidders attend the mandatory LSBE meeting within two-weeks of the solicitation's advertisement, and comply, complete and submit all LSBE forms with the Bidder's response in order to remain responsive. Attendance can be in person, via video conference and teleconference. Video conferencing is available through Skype/Lync. Instructions for attendance via video conference can be found on the County's website at <https://www.dekalbcountyga.gov/purchasing-contracting/dekalb-first-lsbe-program>.
 - c. For further details regarding the DeKalb First Local Small Business Enterprise Ordinance, contact a LSBE Program representative, at DeKalbFirstLSBE@dekalbcountyga.gov.

14. First Source Jobs Information

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.

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

15. Attention to General Terms and Conditions

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

16. Required Signatures

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

17. Ethics Rules

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

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

18. Business License

Bidders shall submit a copy of its current, valid business license with its Bid. Georgia companies are to submit a valid county or city business license. Contractors that are not Georgia companies are to provide a certificate of authority to transact business in the State of Georgia and a copy of a valid business license issued by its home jurisdiction. If Bidder holds a professional certification which is licensed by the state of Georgia, then Bidder may submit a copy of its valid professional license with Bidder's bid or upon

award unless the Minimum Specifications require submittal with the bid. Any license submitted in response to this ITB shall be maintained by the Contractor for the duration of the contract.

BID SUBMITTAL:

1. All bids should be completed in ink or typewritten. Errors should be crossed out and corrections entered in ink or typewritten adjacent to the error. The person signing the bid should initial corrections in ink.
2. Bidders shall complete and submit Attachment A - Required Documents Checklist and all documents responsive to this requirement with the bid submittal.
3. If applicable, provide evidence that the Bidder is a DeKalb County Firm.
4. Bids must be submitted in a sealed envelope(s) or box(es) with the Bidder's name and **"ITB No. 20-101286 for Welding Shop Drainage Improvement"** on the outside of each envelope or box. All Bidders delivering submittals via delivery services, please place the sealed bid envelope(s) or box(es) inside the delivery service envelope(s) or box(es). Bidders are responsible for informing any delivery service of all delivery requirements. No responsibility shall attach to the County for the premature opening of a submission not properly addressed and/or identified. The Decatur postmaster will not deliver certified or special delivery mail to specific addresses within DeKalb County Government.

C. Contract Award:

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

GENERAL TERMS AND CONDITIONS

- A. In the event of a conflict between any provisions contained in any of the documents governing this transaction, the following shall be the order of precedence: Change Orders or modifications; the Bidder's accepted bid; and the County's ITB.
- B. The Bidder's services shall include all things, personnel, and materials necessary to provide the goods or services that are in compliance with the specifications as authorized by the County.
- C. Bidder extends to the County the option to renew the contract for two (2) additional one year terms, under the same price(s), terms and conditions, and in accordance with Paragraph L, *Term*.

D. DELIVERY:

Delivery of services or goods will commence within ten days (10) calendar days upon request.

Bidder state agreement: Yes _____
No _____

Contact Person: Charles Gill _____

Telephone Number: _____ Cellular Phone Number: 404-536-0859

Address: 799 Camp Road, Decatur, GA 30032 _____

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

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

E. DELIVERIES BEYOND THE CONTRACTUAL PERIOD:

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

F. FOREIGN PRODUCTS:

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

Yes _____ No _____

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



G. COUNTY REQUIREMENT:

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

H. WARRANTY AND/OR GUARANTY:

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

I. SAMPLES & TESTING:

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

J. LITERATURE:

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

K. SILENCE OF SPECIFICATIONS:

The apparent silence of these specifications and any supplemental specifications as to any details, or the omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail and that only

materials of first quality and correct type, size and design are to be used. All workmanship is to be first quality. All interpretations of this specification shall be made upon the basis of this statement, with County interpretation to prevail.

L. TERM:

The Contractor shall commence the Work under this Contract within ten (10) days from the acknowledgement of receipt of the Notice to Proceed (“Commencement Date”). The Initial Term of this Agreement shall be for twelve (12) calendar months, beginning on the Commencement Date. This annual contract comes with two (2) options to renew. Prior to the expiration of the Initial Term, the parties have the option to renew this agreement for a First annual Renewal Term of twelve (12) calendar months. Prior to the expiration of the First annual Renewal Term, the parties have the option to renew this Agreement for a Second annual Renewal Term of twelve (12) calendar months. Without further action by either party, this Agreement will terminate at the end of the Initial Term or at the end of each annual Renewal Term. Each option to renew must be exercised prior to the beginning of each annual Renewal Term and, is only effective upon adoption and approval by the DeKalb County Governing Authority and the Contractor in accordance with the terms of this Contract.

M. PRICING:

Alterations to the Price Schedule may result in the Bidder being deemed non-responsive and its bid may be rejected.

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

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

2. Price Escalation Clause: During the life of the contract, the awarded bidder shall furnish price lists to the County for increases, and those of the bidder's supplier (e.g. factory) increases, as prices change. The bidder must also provide a list of the supplier's (e.g. factory's) previous price(s) to the County for purposes of comparison. Price changes will be in effect only after receipt and approval by the Director of the Department of Purchasing and Contracting. Price lists and changes thereto are to be furnished under the contract and without charge to the County. Catalogue(s) or Price List(s) must be submitted to the Department of Purchasing

and Contracting, Maloof Administration Building, 1300 Commerce Drive, 2nd Floor, Decatur, Georgia 30030.

3. By submission of this bid, the bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization that in connection with this procurement:

The prices in this bid have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor,

Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly to any other bidder or to any competitor: and

No attempt has been made or will be made by the bidder to induce any other person or firm to submit or not to submit a bid for the purpose of restricting competition.

N. PAYMENT:

1. The County shall pay the Contractor based upon the accepted bid prices submitted by Bidder. Invoices should be signed by the Bidder or authorized delegate and must contain the authorizing DeKalb County Purchase Order (PO) and/or Contract Purchase Agreement (CPA) Number in order for payment to be processed. PO Number must also be on the delivery ticket.

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

2. Invoice(s) must be submitted as follows:

Vendor invoices:

Sanitation Administration
3720 Leroy Scott Dr.
Decatur, GA 30032
Attn: Tina Phan

For notices:

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

- a. Upon award, Prime Contractor(s) with Local Small Business Enterprise (LSBE) Subcontractor(s) shall enter utilization reports electronically at www.dekalblsbe.info. Proof of payment to the LSBE Subcontractor must be uploaded and submitted. LSBE Subcontractors shall confirm receipt of payment from the Prime, electronically also, at www.dekalblsbe.info.
3. The County's official payment terms are Net 30. Payment dates that fall on a weekend or on a holiday will be issued on the County's next business day.

O. ACCURACY OF WORK:

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

P. ADDITIONAL WORK:

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

Q. OWNERSHIP OF DOCUMENTS:

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

R. RIGHT TO AUDIT:

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 locations is available, then the books, records and supporting documents shall be made available for audit at a time and location which is convenient for the County.

S. SUCCESSORS AND ASSIGNS:

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

T. REVIEWS AND ACCEPTANCE:

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

U. TERMINATION OF AGREEMENT:

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

V. INDEMNIFICATION AGREEMENT:

The Contractor shall be responsible from the execution date or from the time of the beginning of the Work, whichever shall be the earlier, for all injury or damage of any kind resulting from the Work, to persons or property, including employees and property of the County. The Contractor shall exonerate, indemnify, and save harmless the County, its elected officials, officers, employees, agents and servants, hereinafter collectively referred to in this Section as "the County Indemnitees," from and against all claims or actions based upon or arising out of any damage or injury (including without limitation any injury or death to persons and any damage to property) caused by or sustained in connection with the performance of this Contract or by conditions created thereby or arising out of or any way connected with Work performed under this Contract, as well as all expenses incidental to the defense of any such claims, litigation, and actions. Furthermore, Contractor shall assume and pay for, without cost to the County Indemnitees, the defense of any and all claims, litigation, and actions suffered through any act or omission of the Contractor, or any Subcontractor, or anyone directly or indirectly employed by or under the supervision of any of them. Notwithstanding any language or provision in this Contract, Contractor shall not be required to indemnify any County Indemnitee against claims, actions, or expenses based upon or arising out of the County

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

W. INSURANCE:

Insurance must meet the County's requirements and will be furnished by the successful Bidder(s) upon award.

1. Successful Bidder(s) will advise their insurance agent of the County's requirements as listed below and that they may not proceed with any work until insurance is provided that is in compliance with these requirements.
2. Contractor's insurance company or agent must mail, email, or bring an original certificate of insurance and applicable declarations or endorsements to the DeKalb County address listed within this Insurance provision. Insurance must be from companies able to do business in Georgia and acceptable to the County as follows:
 - a. Certificates must cover:
 - i. Statutory Workers Compensation
 - (1) Employer's liability insurance by accident, each accident \$1,000,000
 - (2) Employer's liability insurance by disease, policy limit \$1,000,000
 - (3) Employer's liability insurance by disease, each employee \$1,000,000
 - ii. Business Auto Liability Insurance with a minimum \$500,000 Combined Single Limit/Each Occurrence (Including operation of non-owned, owned, and hired automobiles).
 - iii. Commercial General Liability Insurance
 - (1) Each Occurrence - \$1,000,000
 - (2) Fire Damage - \$250,000
 - (3) Medical Expense - \$10,000
 - (4) Personal & Advertising Injury - \$1,000,000

- (5) General Aggregate - \$2,000,000
 - (6) Products & Completed Operations - \$1,500,000
 - (7) Contractual Liability where applicable
- b. DeKalb County, GA shall be named as Additional Insured under any General Liability, Business Auto and Umbrella Policies. Coverage shall apply as Primary and non-contributory with Waiver of Subrogation in favor of DeKalb County, Georgia. Such additional insured coverage shall be endorsed to Contractor's policy by attachment of ISO Additional Insured Endorsement forms CG 20 10 10 01 (ongoing operations) and CG 20 37 10 01 (products-completed operations), or form(s) providing equivalent coverage.
 - c. 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.
 - d. Contractor agrees to waive all rights of subrogation and other rights of recovery against the County and its elected officials, officers, employees or agents, and shall cause each Subcontractor to waive all rights of subrogation for all coverages.
 - e. 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.
 - f. Contractor understands and agrees that the purchase of insurance in no way limits the liability of the Contractor.
 - g. The insurance carrier must have a minimum A.M. Best rating of not less than "A" (Excellent) with a Financial Size Category of VII or better.
 - h. Certificates to contain policy number, policy limits and policy expiration date of all policies issued in accordance with this contract.
 - i. Certificates to contain the location and operations to which the insurance applies.
 - j. Certificates to contain successful contractor's protective coverage for any subcontractor's operations. If this coverage is included in General Liability, please indicate on the Certificate of Insurance.
 - k. Certificates to contain successful contractor's contractual insurance coverage. If this coverage is included in the General Liability, please indicate this on the Certificate of Insurance.
 - l. Certificates shall be issued and delivered to the County and must identify the "Certificate Holder" as follows:

DeKalb County, Georgia
Director of Purchasing and
Contracting
Maloof Administration Building

- m. The successful contractor shall be wholly responsible for securing certificates of insurance coverage as set forth above from all subcontractors who are engaged in this work.

X. GEORGIA LAWS GOVERN:

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

Y. VENUE:

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

Z. COUNTY REPRESENTATIVE:

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

AA. CONTRACTOR'S STATUS:

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

BB. SOLE AGREEMENT:

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

CC. SEVERABILITY:

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

DD. NOTICES:

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

If to the County:

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

If to the Contractor:

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

EE. Georgia Open Records Act:

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

FF. Cooperative Procurement

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

TECHNICAL SPECIFICATIONS

SECTION 01010 – SUMMARY OF WORK

PART 1 GENERAL

1.1 SUMMARY

- A. The Work of this Contract consists of constructing a trench drain and drainage pipe system at the DeKalb County Paint and Welding Shop located at 799 Camp Road, Decatur (DeKalb County), Georgia. The area will be cleaned out by the DeKalb County Sanitation Department (OWNER) prior to construction. The work will consist of removing approximately 654 square feet of asphalt, approximately 654 square feet of subgrade to appropriate depth to be replaced with crush stone (GAB), installing approximately 28 linear feet of trench drain, placing approximately 472 square feet of asphalt and 155 square feet of concrete apron (graded so surface flow is directed to trench drain) and installing approximately 55 feet of 10 inch diameter PVC pipe to tie trench drain into catch basin (piping to have appropriate asphalt cover. These are approximate measurement. Contractor to verify measurements on site based on attached drawings.
- B. CONTRACTOR will be responsible for demolition of existing site structures and construction of the structure in accordance with the project drawings and all applicable codes and ordinances.
- C. The Work of this Contract is located in DeKalb County, Georgia, at the DeKalb County Paint and Welding Shop. CONTRACTOR shall be aware of the nature of the activities at the paint and welding shop, including vehicle movement, hot works, and other operations which may affect access to portions of the site.
- D. CONTRACTOR to pay for all permits and inspections.

1.2 WORK BY OTHERS

- A. Work may be conducted at the site by other contractors during the performance of the Work under this contract. The CONTRACTOR shall conduct its operations to minimize interference of other contractors, and shall cooperate fully with such contractors and the project representatives to provide continued safe access to perform their respective contracts.
- B. The Paint and Welding Shop is an active facility and will remain active throughout the performance of the Work. The CONTRACTOR will coordinate with designated staff at the facility to minimize disruptions to the ongoing operations.

1.3 DEFINITIONS

- A. **OWNER:** The term OWNER means DeKalb County Public Works - Sanitation Division with whom the CONTRACTOR has entered into the Agreement and for whom the Work is to be provided.
- B. **Project Manager:** The term Project Manager means the representative of the OWNER for the purpose of administration and inspection of the Work. The

TECHNICAL SPECIFICATIONS

SECTION 01010 – SUMMARY OF WORK

Project Manager may be a member or group of the staff or may be an external firm. During the period of Work the Project Manager shall act as an authorized representative of the OWNER.

- C. **CONTRACTOR:** The term CONTRACTOR means the firm that is responsible for the Work of this contract. The CONTRACTOR's responsibilities include the Work of any and all of subcontractors and suppliers.
- D. **Work:** The term Work means the entire completed construction or various separately identifiable parts, thereof, required to be furnished under the Contract Documents. Work includes any and all labor, services, materials, equipment, tools, supplies, and facilities required by the Contract Documents and necessary for the completion of the project. Work is the result of performing services, furnishing labor and furnishing and incorporating materials and equipment into the construction, all as required by the Contract Documents.
- E. **Construction Quality Assurance (CQA):** A planned system of activities conducted by a third party (hired by the OWNER) that provides the OWNER assurance that the facility was constructed as specified in the permit documents. Construction quality assurance includes inspections, verification, audits, and evaluations of materials and workmanship necessary to determine and document the quality of the constructed facility. Construction quality assurance (CQA) refers to measures taken by the CQA organization to assess if the CONTRACTOR is in compliance with the plans and specifications for a project. The CQA organization will also attend weekly construction meetings to discuss project status and review of construction schedule by the Contractor. List of parties from part of CQA services to be provided.

1.4 CONTRACTOR'S DUTIES:

- A. Construct the project in accordance with the Contract Documents;
- B. Provide a competent superintendent, capable of reading and understanding the Contract Documents, who shall receive instructions from the OWNER or his authorized representative. The superintendent shall have full authority to execute the Work in accordance with the Contract Documents;
- C. Except as otherwise specified, furnish the following and pay the cost thereof:
 - 2. Labor, superintendent, and products.
 - 3. Construction supplies, equipment, tools, and machinery.
 - 4. Water, heat, and other utilities required for construction.
 - 5. Other facilities and services necessary to properly execute and complete the Work.
 - 6. Pay costs of legally required sales, consumer, and use taxes, and Governmental fees.

TECHNICAL SPECIFICATIONS

SECTION 01010 – SUMMARY OF WORK

7. Perform Work in accordance with codes, ordinances, rules, regulations, orders, and other legal requirements of governmental bodies and public agencies bearing on performance of the Work.
8. Where applicable, the Project Manager shall coordinate submittals and communications with the representatives who shall give approvals and directions through the Project Manager.
9. Maintain order, safe practices, and proper conduct at all times among CONTRACTOR's employees. The Project Manager, and its authorized representative, may require that disciplinary action be taken against an employee of the CONTRACTOR for disorderly, improper, and unsafe conduct. Should an employee of the CONTRACTOR be dismissed from his duties for misconduct, incompetence, or unsafe practice, or combination thereof, that employee should not be rehired for the duration of the Work.
10. Coordinate prosecution of the Work with those utilities and other contractors performing work on or adjacent to the worksite; either eliminate, or minimize as far as possible, delays in the Work and conflicts with those utilities or contractors. Coordinate utility activities, and activities of OWNER, with the Project Manager. Coordinate activities of the several trades, suppliers, and subcontractors, if any, performing the Work.

D. The CONTRACTOR shall notify the OWNER in writing if he elects to subcontract, sublet, or reassign any portion of the Work. This shall be done at the time the bid is submitted. The written statement shall describe the portion of the Work to be performed by the Subcontractor and shall include an indication, by reference if desired by the OWNER, that the Subcontractor is particularly experienced and equipped to perform that portion of the Work. No portion of the Work shall be subcontracted, sublet, or reassigned without written permission of the OWNER. Consent to subcontract, sublet, or reassign any portion of the Work by the OWNER shall not be considered as a testimony of the OWNER as to the qualifications of the Subcontractor and shall not be construed to relieve the CONTRACTOR of any responsibilities for completion of the Work.

E. Work shall conform to the following Drawings that form a part of these Contract Documents.

F. Contractor shall provide Project execution plan, including Project schedule prior to start of work.

Note: Weekly construction/progress meetings shall be held at the Sanitation Building, 3720 Leroy Scott Dr., Decatur, GA 30032.

SHEET NO. AND TITLE:

- 1 – TITLESHEET
- 2 – DRAIN DESIGN PLAN VIEW
- 3 - DRAIN DESIGN DETAILS

TECHNICAL SPECIFICATIONS

SECTION 01010 – SUMMARY OF WORK

1. Omissions from the Drawings or Technical Specifications or the mis-description of details of Work which are necessary to carry out the intent of the Drawings and Technical Specifications or which are customarily performed, shall not relieve the CONTRACTOR from performing such omitted or mis-described details of the Work but they shall be performed as if fully and correctly set forth and described in the Drawings and Technical Specifications.

1.5 CONTRACT TIMES

- A. The CONTRACTOR shall commence Work in accordance with the Contract Documents. The time stated for completion and substantial completion shall be in accordance with the Contract Times specified in the Agreement. Extensions to the Contract Time of performance shall be granted for those days when the CONTRACTOR is unable to work due to abnormal weather conditions or as a result of abnormal conditions. Extension of time of performance based on abnormal weather conditions shall be granted when requested by the CONTRACTOR and reviewed in writing by the Project Manager. All requests for extensions of time by the CONTRACTOR based on abnormal weather conditions must be submitted in writing to the Project Manager within five (5) working days of the time in question. No claims for damages shall be made by the CONTRACTOR for delays. Time is of the essence in this Contract.

1.6 CONTRACTOR USE OF WORKSITE

- A. Confine worksite operations to areas permitted by law, ordinances, permits, and the Contract Documents. The CONTRACTOR shall ensure that all persons under his control (including Subcontractors, their workers and agents) are kept within the boundaries of the Site and shall be responsible for any acts of trespass or damage to property by persons who are under his control. Consider the safety of the Work, and that of people and property on and adjacent to worksite, when determining amount, location, movement, and use of materials and equipment on worksite.
- B. The CONTRACTOR shall be responsible for protecting private and public property including pavements, drainage culverts, electricity, highway, telephone and similar property and making good of, or paying for, all damage caused thereto.
- C. CONTRACTOR shall notify OWNER and Project Manager within 24 hours in writing of any subsurface or latent physical conditions at the Site which differ materially from those indicated or referred to in the Contract Documents. Project Manager shall promptly review those conditions and advise OWNER in writing if further investigations or tests are necessary. Promptly thereafter, OWNER shall obtain the necessary additional investigations and tests and furnish copies to the Project Manager and CONTRACTOR. If Project Manager finds that the results of such investigations or tests indicate that there are subsurface and latent physical conditions which differ materially from those intended in the Contract Documents, and which could not reasonably have been anticipated by CONTRACTOR, a Change Order shall be issued incorporating the necessary revisions.

SECTION 01050 – SURVEY AND STAKE-OUT

TECHNICAL SEPECIFICATIONS

SECTION 01050 – SURVEY AND STAKE OUT

PART 1 GENERAL

1.1 SUMMARY

- A. The Work shall consist of the performance of all necessary survey work related, but not limited to, the construction of the trench drain and drainage pipe system, in accordance with the Contract Documents and as indicated by the OWNER.
- B. The Work shall consist of providing all the required "as-built" record drawings.

1.2 QUALITY CONTROL

- A. The CONTRACTOR's Surveyor shall be a Land Surveyor registered in the State of Georgia.
- B. Preserve field books and stakeout data until one year after final acceptance of Work.

1.3 SUBMITTALS

- A. Submit name, address, and telephone number of Surveyor before starting survey work.
- B. On request, submit documentation verifying accuracy of survey work performed by the Surveyor.
- C. Submit a copy of registered site drawing and certificate signed by the Surveyor, that the elevations and locations of the Work are in conformance with Contract Documents.

1.4 PROJECT RECORD DOCUMENTS

- A. Maintain a complete and accurate log of control and survey work as it progresses.
- B. On completion of the Work, the CONTRACTOR shall prepare a certified survey illustrating dimensions, locations, angles, and elevations of construction and site work.
- C. The CONTRACTOR is to submit an electronic AutoCad file for each record drawing required.
- D. Record drawings shall be prepared by the CONTRACTOR at a scale of 1 inch = 30 feet unless otherwise directed by the Project Manager.

TECHNICAL SEPECIFICATIONS

SECTION 01050 – SURVEY AND STAKE OUT

1.5 EXAMINATION

- A. The CONTRACTOR shall verify locations of survey control points prior to starting work.
- B. The CONTRACTOR shall stake the locations of proposed demolition and structures and shall meet onsite with the Project Manager to review the layout prior to commencing demolition activities.
- C. The CONTRACTOR shall notify the Project Manager of any discrepancies discovered within 24 hours.

1.6 SURVEY REQUIREMENTS

- A. All work under this Contract shall be constructed in accordance with the lines and grades shown on the Drawings or as directed by the Project Manager. Elevation of existing ground, structures and appurtenances are presented only as approximations. Any error or apparent discrepancy in the data shown, or omissions of data required for accurately accomplishing the stakeout survey shall be referred immediately to the Project Manager for interpretation or correction.
- B. The CONTRACTOR shall verify in the field that the topographic map provided in the Drawings of the work area is accurate. Discrepancies in the topographic mapping or field verification identified by the CONTRACTOR are to be immediately brought to the attention of the Engineer and the OWNER.
- C. The exact position of all Work shall be established from control points to be established and maintained by the CONTRACTOR.
- D. Any error, apparent discrepancy or absence in or of data shown or required for accurately accomplishing the stakeout survey shall be referred to the OWNER for interpretation or for furnishing additional information when such is observed or required.
- E. The CONTRACTOR shall be responsible for the accuracy of his work and shall maintain all reference point stakes, etc., throughout the life of the Contract. Damaged or destroyed points, bench marks or stakes, or any reference points made inaccessible by the progress of the construction shall be replaced or transferred by the CONTRACTOR. Existing or new control points that shall be destroyed during construction shall be transferred or reestablished before they are damaged or destroyed and all reference ties recorded therefore shall be furnished to the Project Manager.
- F. All computations necessary to establish the exact position of the work from control points shall be made and preserved by the CONTRACTOR. All computations, survey notes and other records necessary to accomplish the work shall be neatly made, shall be made available to the Engineer upon request, and shall become the property of the OWNER and delivered to the Engineer prior to final acceptance of the project.

TECHNICAL SEPECIFICATIONS

SECTION 01050 – SURVEY AND STAKE OUT

- G. The OWNER may check all or any portion of the stakeout survey work or notes made by the CONTRACTOR. Any necessary correction to the Work shall be made immediately by the CONTRACTOR.
- H. Structures shall be staked out by the CONTRACTOR at the locations and elevations shown on the Drawings or ordered by the Engineer.
- I. Permanent survey marker locations shall be established and referenced by the CONTRACTOR.

--END OF SECTION --

SECTION 02224 – SITE PREPARATION

TECHNICAL SEPECIFICATIONS
SECTION 02224 - SITE PREPARATION

PART 1 GENERAL

1.1 SUMMARY

- A. The work specified in this section consists of demolition activities, excavation, recompacting subgrades and other areas where pavement and asphalt will be constructed, replacing unsuitable foundation fill and/or providing foundation treatment for the proper support of the structure to be placed above it.

Foundation treatment may consist of any of the following:

1. Recompacting
2. Replacing unsuitable fill with compacted fill, GDOT No. 57 stone, or lean concrete mix.

Demolition works shall include:

1. Saw cutting and removal of asphalt.
2. Excavation of soil and base material to achieve design grades.
3. Relocation or demolition of storage shed structure.

1.2 DEFINITIONS

- A. Subgrade: Subgrade is the material at the elevation of ground which will accommodate the indicated construction.
- B. Structure Excavation: This is the removing and transporting of material from within pay limits indicated in the Drawings, regardless of the material's nature and size and regardless of the method by which removed and transported, to accommodate structures.
- C. Structural Fill: Structural Fill is that earthen material, which will be placed against precast and cast-in-place concrete and that placed earthen material on which structures will be founded.
- D. Unsuitable material: Unsuitable Material is earthen material beyond the limits of excavation defined on the drawings for finish grade and subgrade where determined by the Engineer or Project Manager to be incapable of bearing embankment and a backfill, and unfit to be finished grade and subgrade on which structure foundation, piping, conduits, and pavements will be placed. Volume of removed material will be measured, verified and approved by Project Manager for compensation.

1.3 COMPENSATION

- A. Measurement
1. The work required for this section of the Specifications will not be measured for payment.

TECHNICAL SEPECIFICATIONS

SECTION 02224 - SITE PREPARATION

- B. Payment
 - 1. No separate payment shall be made for the Work necessary to comply with the requirements of this specification section. All costs to comply with the various bid items to which requirements of this specification section shall be deemed to be included in the lump sum prices bid for the various bid items to which these requirements apply.
 - 2. The Work of this specification section applies to, but is not limited to, sawcutting and removal of asphalt pavement, demolition of site facilities as required for the proposed construction, and subgrade preparation for the concrete slab and new asphalt pavement.

PART 2 EXECUTION

3.1 SUBGRADE PREPARATION

- A. Subgrade shall be a 6-inch thick graded aggregate base (GAB) for concrete pavement and 8-inch thick GAB for asphalt pavement.
- B. Existing asphalt pavement and soil shall be excavated to grade in order to install the recommended base course and asphalt or reinforced concrete pavement, and trench drain where applicable.
- C. Prior to placing base course material, the soil subgrade shall be recompacted to 98% of the Standard Proctor Maximum Dry Density or to the satisfaction of the Project Manager in lieu of compaction testing.
- D. Graded aggregate base shall be placed and compacted to 100% of the Standard Proctor Maximum Dry Density or to the satisfaction of the Project Manager in lieu of compaction testing. Subgrade shall be compacted using a vibratory roller in maximum 6- inch lifts.
- E. The compacted base course subgrade shall be evaluated by a qualified geotechnical engineer prior or the Project Manager to placing concrete or asphalt.

3.2 DEMOLITION

- A. Perform demolition in accordance with authorities having jurisdiction.
- B. Repair demolition performed in excess of that required.
- C. Do not burn demolition debris on site.
- D. Check with Project Manager to coordinate items to be turned over to OWNER. Remove demolished materials, tools, and equipment upon completion of work. Dispose of materials at an off-installation site at OWNER's facilities as directed by OWNER. County will provide roll-off containers for and handle disposal of waste material from project.
- E. Do not dispose of any material on site or adjacent properties.
- F. Leave site in condition acceptable to Project Manager.

TECHNICAL SEPECIFICATIONS
SECTION 02224 – SITE PREPARATION

2.3 POLLUTION CONTROLS

- A. Comply with governing regulations for environmental protection. Use water sprinkling, temporary enclosures, and other suitable methods to limit amount of dust and dirt rising and scattering in air. Provide hoses and water main or hydrant connections. Do not use water when it may create hazardous or objectionable conditions such as ice, flooding, and pollution. Dust control will be strictly enforced.
- B. There shall be no spillage of material on any local road.

2.4 STRUCTURE DEMOLITION

- A. Completely demolish structure(s) and appurtenances in orderly and careful manner and remove materials from site. Proceed with demolition from top of structure to ground. Remove piping in a sectional manner. Locate demolition equipment throughout structure and remove materials so not to impose excessive loads to supporting walls, floors, or framing. Demolish and remove below-grade construction and concrete slabs-on-grade.
- B. Dispose of demolition debris in permitted facility in compliance with all local and State regulations.

2.5 FILLING VOIDS

- A. Completely fill below-grade areas and voids resulting from demolition of structures. Use soil materials meeting the requirements of these specifications and plans. Prior to placement of fill materials, ensure that areas to be filled are free of standing water, frost, frozen material, trash, and debris. Place and compact fill materials in horizontal layers not exceeding 6 inches loose depth. After fill placement and compaction, grade surface to meet adjacent contours and provide flow to surface drainage structures.

2.6 UTILITY SYSTEMS

- A. Protect all utilities not scheduled for removal that are in close proximity to structures scheduled for demolition or relocation.

--END OF SECTION --

SECTION 02235 – TRENCH DRAIN CONSTRUCTION

TECHNICAL SEPECIFICATIONS
SECTION 02235 – TRENCH DRAIN CONSTRUCTION

PART 1 GENERAL

1.1 SUMMARY

A. The work specified in this section consists of all labor, materials and equipment and performance of all Work necessary for furnishing and placing the trench drain system and piping as shown in the Drawings.

1.2 DEFINITIONS

A. Trench Drain System: This is the ACO Drain Polymer Concrete Drain system.

B. Piping: Piping consists of 10-inch diameter Sch40 PVC pipe to be installed between the trench drain system and an existing catch basin.

1.3 SUBMITTALS

A. The Contractor shall submit product information for the trench drain system to the Project Manager for approval prior to the delivery of such material to the work site.

1.4 COMPENSATION

A. Measurement

1. The work required for this section of the Specifications will not be measured for payment.

B. Payment

1. No separate payment shall be made for the Work necessary to comply with the requirements of this specification section. All costs to comply with the requirements of this specification section shall be deemed to be included in the lump sum prices bid for the various bid items to which these requirements apply.

2. The Work of this specification section applies to, but is not limited to, installation of the trench drain system, trenching and installation of the piping from the trench drain system to the existing catch basin, backfilling of pipe trench and connection of pipe to existing catch basin.

PART 2 PRODUCTS

2.1 PIPE

A. Pipe installed from the trench drain system to the existing catch basin shall be ten (10) inches in diameter Schedule 40 PVC pipe.

2.2 TRENCH DRAIN SYSTEM

A. Trench drain system shall be ACO Polymer Concrete Drain System S300K meeting EN 1433 Load Class F.

TECHNICAL SEPECIFICATIONS
SECTION 02235 – TRENCH DRAIN CONSTRUCTION

PART 3 EXECUTION

3.1 PIPE

- A. The 10-inch gravity drain PVC pipe shall be constructed with a minimum slope of 2% between the end of the trench drain and the existing catch basin.
- B. The trench shall be of sufficient width and depth to provide a 6-inch clearance for the pipe from the sides, top and bottom of the trench.
- C. The trench shall be backfilled with concrete to within 4 inches of finished grade
- D. Asphalt paving shall be placed over the concrete backfill to match the existing grade.

3.2 TRENCH DRAIN SYSTEM

- A. The trench drain system shall be installed in accordance with the manufacturer's recommendations and the drawings or as directed by the Project Manager.
- B. The trench drain system shall be installed with a minimum bottom slope of 0.5% toward the drain pipe.

--END OF SECTION --

SECTION 02525 – ASPHALT PAVEMENT CONSTRUCTION

TECHNICAL SEPECIFICATIONS
SECTION 02525 – ASPHALT PAVEMENT CONSTRUCTION

PART 1 GENERAL

1.1 GENERAL

- A. The CONTRACTOR shall furnish all labor, materials, and equipment necessary to complete all asphalt paving, and incidental work for completion as shown on the Drawings.
- B. The Work shall also consist of furnishing all necessary plant, labor, equipment, appliances, materials and performing all operations in connection with the preparation of supplies and laying out detail as required. The Work shall be accomplished in complete and strict accordance with the project drawings.
- C. Asphalt Paved Areas: For asphalt paving areas that will be removed to complete the Work, 8 inches graded aggregate base and 4-inches of asphalt will be placed in various layers and gradation.

1.2 REFERENCES

- A. Where the term “Standard Specifications” is used, such reference shall mean the 2013 edition of the Georgia Department of Transportation (GDOT) Standard Specifications for Transportation Systems. Where reference is made to a specific part of the Standard Specifications, such applicable part shall be considered as part of this section of the Specifications. In case of a conflict in the requirements of the Standard Specifications and the requirements stated herein, the requirements herein shall prevail.

1.3 QUALITY CONTROL/QUALITY ASSURANCE

- A. Where laboratory testing is specified herein, the CONTRACTOR shall employ and bear all expenses for an independent testing laboratory to conduct such tests and submit certificates of the test results as required ensuring Specification conformance.

PART 2 PRODUCTS

2.1 GRADED AGGREGATE BASE

- A. The graded aggregate for the road fill materials shall be of uniform quality throughout and meet the requirements of Section 815 Georgia Department of Transportation (GDOT) Standard Specifications for Transportation Systems, including referenced sections. Gradation shall meet the requirements of Group I or Group II aggregates.

2.2 ASPHALTIC CONCRETE PAVEMENT

- A. The work includes construction one or more courses of bituminous plant mixture on the prepared foundation or existing roadway surface in accordance with the lines grades and typical cross sections shown on the project drawings.

TECHNICAL SEPECIFICATIONS
SECTION 02525 – ASPHALT PAVEMENT CONSTRUCTION

- B. All products and construction shall conform to GDOT Standard Specification, Section 400 – Hot Mix Asphaltic Concrete Construction.

PART 3 EXECUTION

3.1 REFERENCES

- A. In general, road construction shall be in accordance with the GDOT Standard Specifications, Construction of Transportation Systems.

3.2 SUBGRADE PREPARATION

- A. When earth foundations for road fill have been excavated or placed to a clean, rough planar surface, compact entire foundation area for road base course by a minimum of six (6) complete passes of a vibratory steel drum roller weighing at least eight tons. The roller shall travel at speeds not to exceed 8 km/hr (five (5) miles per hour).
- B. ENGINEER will approve road foundations before placement of base course materials commences and after surfaces to receive such materials have been prepared as specified. Any soft spots or other unsuitable areas, as identified by the ENGINEER, shall be removed and replaced with backfill material approved by the ENGINEER or with road fill.

3.3 PLACING

- A. Placement of graded aggregate base materials shall result in a homogeneous fill, free of horizontal stratifications and of lenses or pockets of materials that do not satisfy requirements of this Section of the Technical Specifications. Spread graded aggregate base materials in horizontal layers of uniform thickness by bulldozers or other approved means.
- B. Unless otherwise specified, thickness of graded aggregate base layers after compaction shall not exceed 150 mm (6 inches) of fill compacted by approved vibrating roller or accepted alternative.
- C. Take care to prevent graded aggregate materials from being contaminated by mixing with adjacent backfill materials. Remove graded aggregate materials that have been contaminated.

3.4 GRADED AGGREGATE BASE COMPACTION

- A. The moisture content of the mixture of graded aggregate materials at the time of compaction shall be uniformly distributed and shall be adequate to allow compaction to the specified density.
- B. After the material placed has been shaped to line, grade and cross-section, it shall be compacted until the fill has been uniformly compacted to at least 95 percent of the maximum dry density, when tested in accordance with ASTM D1557 or an alternative method approved by the ENGINEER.

TECHNICAL SEPECIFICATIONS
SECTION 02525 – ASPHALT PAVEMENT CONSTRUCTION

- C. The compacted fill shall have sufficient stability to support construction equipment without pumping regardless of compaction. If the road fill material becomes unstable as a result of too much moisture, the road fill material and the underlying subgrade if necessary, shall be dried and reworked to a moisture content that will provide stability and compaction.

- B. One Course Construction: After the graded aggregate material has been satisfactorily compacted, the surface shall again be shaped to line, grade and cross-section. Water shall be added, if necessary, in order to develop the proper moisture content. It shall then be rolled, beginning at the edges and working toward the center, until the surface is smooth, closely knit, free from cracks, conforming to the prescribed line, grade and cross-section, within the limits specified. All defects shall be corrected as necessary.

- D. Multiple Course Construction: After the first course has been satisfactorily compacted, the surface shall again be shaped to line, grade and cross-section. Water shall be added, if necessary, to develop the proper moisture content. Without further rolling of the first course, the second and succeeding courses shall be spread and compacted as previously described. When the road fill has been constructed to its full depth, the surface shall be finished in accordance with the procedure specified for one course construction.

- E. Irregular Areas: At all places not accessible to the roller, the required compaction shall be secured by means of approved mechanical tampers. The same density requirements as stated above apply.

3.5 ASPHALTIC CONCRETE

- A. The material shall be placed in accordance with the established guidelines of GDOT Standard Specifications, Section 400.

--END OF SECTION --

SECTION 03300 – CAST-IN PLACE CONCRETE

TECHNICAL SEPECIFICATIONS

SECTION 03300 – CAST-IN PLACE CONCRETE

PART 1 GENERAL

1.1 SCOPE

- A. The work described by this Section consists of furnishing all materials and equipment and performing all labor necessary for the complete construction of all concrete work, including all work and appurtenances thereto, as shown or specified, or both.
- B. Work shall include the installation of all work and appurtenances specified or required, or both, for proper execution of the work.
- C. All items shall be correctly positioned in form work, and must be inspected and approved by the Engineer before concrete is placed.
- D. All of the concrete on this project shall be provided by a single concrete supply company with a local central batch plant.

1.2 REFERENCES

- A. American Concrete Institute:
 - 1. ACI 301 - Specifications for Structural Concrete.
 - 2. ACI 305 - Hot Weather Concreting.
 - 3. ACI 306.1 - Standard Specification for Cold Weather Concreting.
 - 4. ACI 308.1 - Standard Specification for Curing Concrete.
 - 5. ACI 318 - Building Code Requirements for Structural Concrete.
 - 6. ACI 350 - Building Code Requirements for Environmental Engineering Concrete Structures.
- B. ASTM International:
 - 1. ASTM C31/C31M - Standard Practice for Making and Curing Concrete Test Specimens in the Field.
 - 2. ASTM C33 - Standard Specification for Concrete Aggregates.
 - 3. ASTM C39/C39M - Standard Test Method for Compressive Strength of Cylindrical Concrete Specimens.
 - 4. ASTM C94/C94M - Standard Specification for Ready-Mixed Concrete.
 - 5. ASTM C143/C143M - Standard Test Method for Slump of Hydraulic Cement Concrete.
 - 6. ASTM C150 - Standard Specification for Portland Cement.
 - 7. ASTM C172 - Standard Practice for Sampling Freshly Mixed Concrete.
 - 8. ASTM C173/C173M - Standard Test Method for Air Content of Freshly Mixed Concrete by the Volumetric Method.
 - 9. ASTM C231 - Standard Test Method for Air Content of Freshly Mixed Concrete by the Pressure Method.
 - 10. ASTM C260 - Standard Specification for Air-Entraining Admixtures for Concrete.
 - 11. ASTM C330 - Standard Specification for Lightweight Aggregates for Structural Concrete.
 - 12. ASTM C494/C494M - Standard Specification for Chemical Admixtures for Concrete.

TECHNICAL SEPECIFICATIONS

SECTION 03300 – CAST-IN PLACE CONCRETE

13. ASTM D994 - Standard Specification for Preformed Expansion Joint Filler for Concrete (Bituminous Type).
14. ASTM D1751 - Standard Specification for Preformed Expansion Joint Filler for Concrete Paving and Structural Construction (Nonextruding and Resilient Bituminous Types).
15. ASTM D1752 - Standard Specification for Preformed Sponge Rubber and Cork Expansion Joint Fillers for Concrete Paving and Structural Construction.
16. ASTM D6690 - Standard Specification for Joint and Crack Sealants, Hot Applied, for Concrete and Asphalt Pavements.
17. ASTM E96/E96M - Standard Test Methods for Water Vapor Transmission of Materials.
18. ASTM E119 - Standard Test Methods for Fire Tests of Building Construction and Materials.
19. ASTM E1643 - Standard Practice for Installation of Water Vapor Retarders Used in Contact with Earth or Granular Fill under Concrete Slabs.

1.3 SUBMITTALS

A. Concrete Supplier Qualifications:

1. Submit qualifications on the proposed concrete supply company. The concrete supply company shall be in good standing with the OWNER.
2. The OWNER and Engineer shall review and approve the CONTRACTOR's proposed concrete supplier selection.
3. The concrete supplier shall be ACI certified.
4. The CONTRACTOR shall provide additional qualifications from the concrete supply company if required by the OWNER or Engineer.

B. Product Data: Submit data on:

1. Admixtures
2. Cement
3. Aggregate
4. Water
5. Reinforcing Steel
6. Other concrete materials

C. Proportioning (Concrete Mix Design)

1. Mix designs shall be submitted to Project Manager for approval prior to commencing concrete work. Design shall be either laboratory trial batching or previous design mix substantiated by field experience as per ACI 318.

TECHNICAL SEPECIFICATIONS

SECTION 03300 – CAST-IN PLACE CONCRETE

1.4 QUALITY ASSURANCE

- A. Imperfect and damaged work shall be satisfactorily removed; new work and materials, which are in accordance with the requirements of the Drawings and Construction Specifications, shall be furnished and installed at no additional expense to the OWNER.
- B. Removal of concrete work and installation of subsequent work and materials shall be accomplished in a manner which will not impair the strength of the structure.
- C. Perform Work in accordance with ACI 318 and ACI350.
- D. Conform to ACI 305 when concreting during hot weather.
- E. Conform to ACI 306.1 when concreting during cold weather.
- F. Acquire cement and aggregate from one source for Work.

1.5 COORDINATION

- A. Coordinate placement of joint devices with erection of concrete formwork and placement of form accessories.

PART 2 PRODUCTS

2.1 CONCRETE MATERIALS

- A. Portland Cement:
 - 1. Cement shall satisfy the requirements of ASTM C 150, as amended to date. Cement for normal Class “A”, “B”, and “C” concrete shall be Type I.
- B. Coarse Aggregates:
- C. Coarse aggregate shall be well graded crushed stone conforming to ASTM C 33, Size No. 67 unless otherwise directed.

Fine aggregate shall be washed natural sand conforming to ASTM C 33.

- A. Fly Ash
 - 1. Fly ash, if used, shall satisfy the requirements of ASTM C 618 Class F, as amended to date, except that the loss-on-ignition shall be no more than 6%.

TECHNICAL SEPECIFICATIONS

SECTION 03300 – CAST-IN PLACE CONCRETE

Water shall be potable, clean, and free from deleterious amounts of acids, alkalis, oils, or organic matter.

2.2 AD MIXTURES

Admixtures to be used in concrete, when required and permitted, shall conform to ASTM C 260 for air-entraining admixtures and ASTM C 494 for water-reducing, retarding, and accelerating admixtures. Admixtures used in the Work shall be of the same composition as those used in establishing the concrete proportions.

2.3 REINFORCEMENT

- A. All reinforcing shall be shop fabricated. Fabricate reinforcing bars to conform to the required shape and dimension with fabrication tolerance complying with the CRSI Manual. Reinforcing shall be of the size, shape, spacing and dimensions shown on the Drawings.
- B. Reinforcing steel shall be deformed, intermediate grade, billet steel bars conforming to ASTM A 615 Grade 60 unless otherwise shown on the Drawings. Rail-steel bars will not be permitted in the Work.

2.4 CONCRETE MIX

- A. General
 - 1. Concrete shall be composed of cement, fly ash (if required), admixtures (if required), fine aggregate, coarse aggregate, and water proportioned and mixed to produce a plastic workable mix in accordance with the requirements of this Section, and shall be suitable for the specific conditions of placement.
 - 2. The mix shall be submitted not more than 60 days nor less than 30 days in advance of the time of proposed use.
- B. Class "A" Concrete
 - 1. Class "A" concrete shall have 28-day compressive strength of not less than 4,000 psi, and shall have normal setting characteristics.
 - 2. Class "A" concrete shall be used for reinforced concrete work.
- C. Class "B" Concrete
 - 1. Class "B" concrete shall have 28-day compressive strength of not less than 3,000 psi, and shall have normal setting characteristics.
 - 2. Class "B" concrete shall be used for blocking, gravity type walls, pipe encasement, and unreinforced footings and slabs thicker than 8-inches.
- D. Class "C" Concrete
 - 1. Class "C" concrete shall have a compressive strength of not less than 1,500 psi and shall have normal setting characteristics.

TECHNICAL SEPECIFICATIONS

SECTION 03300 – CAST-IN PLACE CONCRETE

- 2.
 3. Class “C” shall be used for concrete sub-foundations, and concrete backfill where required.
- E. Design Mix
1. If an existing design mix that was recently prepared using the same source of proposed materials is demonstrated to conform to this specification, the Engineer may approve its use in the work. Otherwise, design mix and strength data as required by the Engineer will be submitted by the Contractor for approval.
- F. Proportioning
1. Proportioning of materials shall be accomplished in a manner that will produce a workable mixture having a slump within the required limits and having minimum water content.
 2. The exact proportion of materials to be used in concrete shall be as determined by the Laboratory Design Mix, and as directed by the Engineer.
 3. The Contractor shall furnish the equipment necessary to positively determine and control actual amounts of materials entering into the concrete.
 4. The proportions of materials used in the mix shall be changed whenever, in the opinion of the Project Manager, a change is necessary to obtain the required strength, and the desired density for uniformity and workability. In structures intended to be watertight, good workability will be considered to be of primary importance
 5. All materials shall be measured by weight, except for water, which may be measured by volume.
 - a) One (1) gallon of water to weigh 8.33 pounds.
 - b) One (1) bag of Portland cement shall be considered to weigh 94 pounds.
 6. In calculating the total water content of mixes, the amount of water borne on the surface of the aggregate particles shall be included. The amount of water to be used in the mix shall, in all cases, be the least amount necessary to produce a plastic mix having the required strength and the desired density, uniformity, workability, and characteristics within the required slump limits. The intent of the specifications is to produce a maximum water cement ratio for Class “A” concrete of 0.49 or less.

TECHNICAL SEPECIFICATIONS

SECTION 03300 – CAST-IN PLACE CONCRETE

Maximum Water Addition:

Component	Water
Portland Cement – Class A	5.6 gallons/bag cement/CY
Portland Cement – Class B	7.7 gallons/bag cement/CY
Fly Ash	5.5 gallons/100 lbs fly ash/CY

7. The total volume of aggregates to be used in each cubic yard of concrete, and the proportion of fine aggregate to coarse aggregate, shall be that necessary to produce a dense mixture having the required workability, as determined by the Laboratory Design Mix, and as directed by the Engineer.

G. Admixtures:

1. Admixture may be added to Class “A” and Class “B” concrete if the Engineer allows its addition.
2. The use of admixtures is solely at the discretion of the Engineer and all such admixtures shall be submitted to the Engineer for review and approval.
3. A standard dispenser shall be used to introduce the admixture into the mix. The Contractor shall provide for the services of the admixture manufacturer’s representative in order to install and establish the operation of the dispenser.

H. Slump Limits:

1. The Slump of concrete to be placed in slabs on earth and rock shall be not less than 1 inch, or more than 4 inches.

PART 3 EXECUTION

3.1 EXAMINATION

- A. Verify requirements for concrete cover over reinforcement.
- B. Verify anchors, seats, plates, reinforcement and other items to be cast into concrete are accurately placed, positioned securely, and will not interfere with placing concrete.

3.2 PREPARATION

- A. Prepare previously placed concrete by cleaning with steel brush and applying bonding agent at vertical construction joints, and grout at horizontal construction joints. Remove laitance, coatings, and unsound materials.

TECHNICAL SEPECIFICATIONS

SECTION 03300 – CAST-IN PLACE CONCRETE

- B. Bonding:
1. Before placing new concrete work on, and against, concrete work which has recently set, the surfaces of recently set concrete work shall be thoroughly roughened and made free from all foreign matter and laitance, the forms placed and tightened, and the surfaces of that concrete slushed with grout.
 2. New concrete shall be placed before grout has attained its initial set.
 3. Bonding work shall be accomplished in a manner that will ensure complete bonding.
 4. Two (2) inches to four (4) inches of grout shall be applied to all horizontal construction joints.
- C. Accumulated water and debris shall be removed from excavations and from formwork into which concrete is to be placed.
1. Flow of water into those places shall be diverted into side drains or sumps and be removed without disturbing newly placed concrete.
- D. In locations where new concrete is doweled to existing work, drill holes in existing concrete, insert steel dowels and pack solid with non-shrink grout unless otherwise shown on the Drawings.
- E. Remove debris and ice from formwork, reinforcement, and concrete substrates.
- F. Forms, unless lined, shall be thoroughly wetted with water before concrete is placed so as to tighten joints and prevent leakage of the mix.
- G. Concrete Floor Surfaces and Slabs:
1. Before constructing concrete slabs on earth, all piping that will be under these slabs shall be successfully tested.
 2. The sub-grade shall provide solid bearing, and shall be brought to a true and even plane.
 3. All pipes, except perforated pipe shall be encased in concrete.
 4. Provide a continuous membrane of polyethylene plastic film under all slabs on grade.
 5. Provide compacted crushed stone under all slabs on grade.

3.3 PLACING REINFORCEMENT

- A. Before placing in position, reinforcement shall be thoroughly cleaned of loose mill and rust scale, dirt, and other coatings, including ice, that reduce or destroy bond. Where there is delay in depositing concrete after reinforcement is in place, bars shall be reinspected and cleaned when necessary.
- B. Reinforcement which is to be exposed for a considerable length of time after placing shall be painted with a heavy coat of cement grout, as required by OWNER.

TECHNICAL SEPECIFICATIONS

SECTION 03300 – CAST-IN PLACE CONCRETE

- C. Set anchor bolts, inserts, and other required items in the concrete in the precise locations and accurately secure from displacement.

3.4 PLACING CONCRETE

- A. Place concrete in accordance with ACI318.
- B. Notify testing laboratory and Project Manager a minimum of 24 hours prior to commencement of operations.
- C. Before concrete is placed, the depth and character of the foundations, the adequacy of forms and false-work, and the placing of steel and appurtenant work shall be inspected and must be accepted by the Engineer.
 - 1. That acceptance, however, shall not relieve the Contractor from the responsibility to produce the finished work.
- D. Ensure reinforcement, inserts, embedded parts, formed expansion and contraction joints are not disturbed during concrete placement.
- E. Ensure conduits and pipes embedded in concrete follow ACI318-6.3.
- F. Install construction joint devices in coordination with slab pattern placement sequence.
 - 1. Set top to required elevations.
 - 2. Secure to resist movement by wet concrete.
- G. Install joint device anchors. Maintain correct position to allow joint cover to be flush with pavement finish.
- H. Install joint covers in longest practical length, when adjacent construction activity is complete.
- I. Concrete shall be placed in a manner which will prevent the possibility of segregating aggregates, displacing reinforcing, and coating and splattering the reinforcing steel which is in place.
 - 1. Troughs, pipes, hoppers, chutes, and canvas tremies shall be arranged and used in a manner that will ensure that the concrete is placed in the manner specified.
 - 2. The maximum distance between the end of the concrete hopper, chute, tremie, pump hose, etc. shall not exceed five (5) feet above the fresh concrete.

TECHNICAL SEPECIFICATIONS

SECTION 03300 – CAST-IN PLACE CONCRETE

- J. When placing concrete, each batch and each layer shall be placed following the preceding batch or layer so closely that there will be no "cold joints" in the work.
- K. If concrete must be dropped more than five (5) feet, it shall be deposited through a tremie.
- L. Consolidating Concrete:
 - 1. Concrete, when placed, shall be compacted with mechanical, internal vibrating equipment supplemented with hand spading with a slicing rod.
 - 2. Vibrating shall not be used to transport concrete within forms. Vibrating equipment shall maintain an impulse rate of not less than 5,000 impulses per minute, when submerged in concrete.
 - 3. Not less than one (1) spare vibrator shall be maintained on the job site as a relief.
 - 4. The duration of vibration shall be limited to that time necessary to satisfactorily consolidate the concrete without causing objectionable segregation.
 - 5. The vibrator shall not be inserted into lower layers that have begun to set.
- M. The placement of concrete within units of the work between construction joints, once begun, shall continue without interruption so that the unit will be monolithic in construction.
- N. Concrete shall be placed and compacted in a manner that will form a dense, compact, impervious structure having smooth faces on exposed surfaces. Sections of concrete work found to be porous, plastered, or otherwise defective, in the opinion of the Project Manager shall be removed and replaced in whole, or in part, as directed by the Project Manager, at no additional expense to the OWNER.
- O. Concrete shall be placed in daylight. Placing of concrete in a portion of the work shall not be started if that portion of the work cannot be completed during daylight, unless an adequate lighting system is provided.

3.5 PLACEMENT IN COLD WEATHER

- A. Concrete shall not be placed when the atmospheric temperature is below 35°F or the temperature of the concrete is below 55°F.
- B. Methods for obtaining proper concrete temperature for mixing and placing concrete are listed under Cold Weather Concreting in ACI 306.
- C. If, after placing concrete, the atmospheric temperature becomes lower than 35°F, the Contractor shall enclose, heat, and protect the concrete in a manner which will keep the air surrounding the fresh concrete at a temperature above 45°F for a period of 6 days after concrete is placed.

TECHNICAL SEPECIFICATIONS

SECTION 03300 – CAST-IN PLACE CONCRETE

- D. The Contractor shall assume all risk connected with the cold weather placing and protecting of concrete and, should that concrete be unsatisfactory, it shall be rejected and replaced at no additional cost to the OWNER.

3.6 PLACEMENT IN HOT WEATHER

- A. When the ambient temperature is 90°F or above, special precautions shall be taken during mixing, placing, and curing.
- B. At times when the temperature exceeds 90°F, the Engineer may require that placement of the concrete be at night or during early morning hours.
- C. In no case should the temperature of the concrete, when placed, be above 90°F.
- D. Methods of lowering concrete temperature are listed under Hot Weather Concreting in ACI 305R.
- E. Attention shall be given to coordinating the dispatching of trucks with the rate of placement to avoid delays in delivery.
- F. When elapsed time from batching to placement is so long as to result in significant increases in mixing water demand, or in slump loss, mixing in the trucks should be delayed until only sufficient time remains to accomplish mixing before the concrete is placed.
- G. On truck arrival at the job site, addition of water is allowed to achieve specified slump but shall not exceed that shown on the batch ticket. The forms and reinforcing steel should be cooled to a temperature of not more than 90°F by spraying with fog nozzles.
- H. The concrete shall be cured with water.

3.7 FLOOR SLOPE

- A. In areas with floor drains, maintain floor elevation at walls, pitch surfaces uniformly to drains at ¼ inch per foot nominal unless otherwise indicated on the Contract Drawings.

3.8 TESTING

- A. The CONTRACTOR shall arrange and pay for all concrete testing services on the referenced project.

TECHNICAL SEPECIFICATIONS

SECTION 03300 – CAST-IN PLACE CONCRETE

B. Testing During Construction

1. Make test cylinders for concrete, slump test, air entrainment, and concrete temperature all of which shall be included on the report for the cylinder broken, along with the truck number and date of test. The truck
2. and load number shall be used to coordinate the test cylinder with the load sampled.
3. Compression tests shall be made at the age of 7 days and 28 days by the testing laboratory in accordance with the procedure described in ASTM C 39, as amended to date, and as required by the Engineer.
4. After beginning work, the number of tests shall be as listed in the following table but shall be not less than one for each type of concrete for each pour. Each test shall consist of at least four cylinders; two to be properly stored at the site; and two for laboratory control, one each to be broken at 7 days and one each at 28 days.

Total Cubic Yards Concrete Placed	Minimum Number of Tests
0 to 100	One Each Pour
100 to 1,000	One Each 250 CY
1,000 to 2,000	One Each 350 CY
<u>2,000 and Over</u>	<u>One Each 500 CY</u>

3.9 DEFECTIVE CONCRETE

- A. Defective Concrete: Concrete not conforming to required lines, details, dimensions, tolerances or specified requirements.
- B. Repair or replacement of defective concrete will be determined by Engineer.
- C. Do not patch, fill, touch-up, repair, or replace exposed concrete except upon express direction of Engineer for each individual area.

--END OF SECTION--

PRICE SCHEDULE

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

PRICE SCHEDULE			
ITEM	DESCRIPTION	Units	
1	LUMP SUM: Trench Drain and Drainage Pipe System (price for all work and material as detailed in the bid drawings).		\$ _____ Total Price for Lump Sum
Items 2 - 6: Pricing for additional work and materials beyond the scope detailed in the bid drawings and as directed by the project manager			
2	Additional undercutting for trench, piping or asphalt placement	_____ Unit price per cubic yard	
3	Additional pipe installation including excavation, anchoring, bedding, concrete and cover	_____ Unit price per linear foot	
4	Additional asphalt placed including compacted stone base and compacted subgrade	_____ Unit price per square yard	
5	Additional trench drain including excavation, compacted bedding, reinforced concrete work and grating	_____ Unit price per linear foot	
6	Additional concrete apron including excavation, compacted stone base, and compacted subgrade	_____ Unit price per square foot	

*******End of Price Schedule*******

BID ACKNOWLEDGEMENT FORM

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

Name of Business Entity Submitting Bid

Print Name and Title of Authorized Signer

Business Entity Street Address

Authorized Signature

Business Entity City, State and Zip Code

Contact Person's Phone Number

Business Entity County

Contact Person's E-mail Address

4. Bidder acknowledges addendum(s): No. 1 __, No. 2 __, No. 3 __ (If Applicable)
_____ (Initial)

5. Bidder acknowledges that this bid is valid for 90 days from and including
_____ (Initial)
the bid opening date.

6. Bidder acknowledges that bid meets or exceeds minimum specifications.
_____ (Initial)
Any deviation from minimum specifications must be explained, in detail,
by bidder as to how the bid does not meet the exact specifications.

7. Bidder acknowledgement of Revisions to the above Terms and Conditions:

7.1 No revisions _____ (Initial)

7.2 There are revisions and they are included with the bid submittal _____ (Initial)

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

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

ATTACHMENT A

REQUIRED DOCUMENTS CHECKLIST

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

Bid Page No.	Title	Check This Box If Included With Bid
52	Bid Acknowledgement Form*	
53	Required Documents Checklist	
54	Contractor Reference and Release Form*	
55	Subcontractor Reference and Release Form, if applicable**	
57	Contractor Affidavit*	
58	Subcontractor Affidavit, if applicable**	
59-64	LSBE - Exhibits A and/or B of Attachment G*	
69	New Employee Tracking Form*	
68	First Source Jobs Acknowledgement Form *	
	Business License	
	General Contractor License*	

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

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

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

Printed Name

Signature

ATTACHMENT B

CONTRACTOR REFERENCE AND RELEASE FORM

List below at least three (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 _____

ATTACHMENT D

CONTRACTOR & SUBCONTRACTOR EVIDENCE OF COMPLIANCE:

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

¹ O.C.G.A. § 13-10-91, as amended

ATTACHMENT E

CONTRACTOR AFFIDAVIT

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

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

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

Federal Work Authorization
Enrollment Date

Title of Authorized Officer or Agent of Bidder

Identification Number

Printed Name of Authorized Officer or Agent

Address (* do not include a post office box)

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE

_____ DAY OF _____, 20__

Notary Public

My Commission Expires: _____

ATTACHMENT F

SUBCONTRACTOR AFFIDAVIT

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

BY: Authorized
Work Authorization
(Bidder's Name)

Officer or Agent Federal
Enrollment Date

Title of Authorized Officer or Agent of Bidder Identification

Number

Printed Name of Authorized Officer or Agent

Address (* do not include a post office box)

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE

_____ DAY OF _____, 20__

Notary Public
My Commission Expires: _____

ATTACHMENT G

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

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

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

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

Percentage of LSBE Participation Required
20% of Total Award

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

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

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

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

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

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

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

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

EXHIBIT A

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

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

PRIME BIDDER/PROPOSER _____

SOLICITATION NUMBER: **20-101308**

TITLE OF UNIT OF WORK: **WELDING SHOP DRAINAGE IMPROVEMENT**

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

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

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

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

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

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

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

Please attach additional pages, if necessary.

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

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

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

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

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

EXHIBIT A, CONT'D

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

Bidder/Proposer Statement of Compliance

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

1. Non-Discrimination Policy

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

2. Commitment

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

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

Firm Name (Please Print):

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

ITB Number: **20-101308** _____

Project Name: WELDING SHOP DRAINAGE IMPROVEMENT _____

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: _____



FIRST SOURCE JOBS ORDINANCE
INFORMATION (WITH EXHIBITS 1 – 4)

EXHIBIT 1

FIRST SOURCE JOBS ORDINANCE ACKNOWLEDGEMENT

The DeKalb County First Source Ordinance requires contractors or beneficiaries of eligible projects entering into any type of agreement with the County, including purchase orders, regardless of what they may be called, for the procurement or disposal of supplies, services, construction projects, professional or consultant services, which is funded in whole or part with County funds or County administered funds in which the contractor is to receive \$50,000 or more in County expenditures or committed expenditures and recipient of urban redevelopment action grants or community development block funds administered in the amount of \$50,000 or more to make a good faith effort to hire DeKalb County residents for at least 50% of jobs created using the First Source Registry (candidate database) within one hundred twenty (120) days of contract execution. The work to be performed under this contract is subject to the provisions of the DeKalb County First Source Jobs Ordinance. All contractors will be asked to submit an Employment Roster and/or copies of active payroll registers on a monthly basis to verify compliance. The undersigned acknowledges and agrees to comply with the provisions of the DeKalb County First Source Jobs Ordinance.

CONTRACTOR OR BENEFICIARY INFORMATION:

Contractor or Beneficiary Name (Signature)

Contractor or Beneficiary Name (Printed)

Title

Telephone

Email

Name of Business

Please answer the following questions:

1. How many job openings do you anticipate filling related to this contract? _____
2. How many incumbents/existing employees will retain jobs due to this contract?
DeKalb Residents: _____ Non-DeKalb Residents: _____
3. How many work hours per week constitutes Full Time employment? _____

Please return this form to WorkSource DeKalb, (404)687-3900 or email to fkadkins@dekalbcountyga.gov, malee@dekalbcountyga.gov, vnicksion@dekalbcountyga.gov, or jmjones@dekalbcountyga.gov

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



FIRST SOURCE JOBS ORDINANCE
INFORMATION
EXHIBIT 2

NEW EMPLOYEE TRACKING FORM

Name of Bidder _____

Address _____

E-Mail _____

Phone Number _____

Fax Number _____

Do you anticipate hiring from the First Source Candidate Registry? Y or N (Circle one)

If so, the approximate number of employees you anticipate hiring: _____

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

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

**FIRST SOURCE JOBS ORDINANCE INFORMATION
EXHIBIT 3**

BUSINESS SERVICE REQUEST FORM

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

DATE: _____ FEDERAL TAX ID: _____

COMPANY NAME: _____ WEBSITE: _____

ADDRESS: _____

(WORKSITE ADDRESS IF DIFFERENT): _____

CONTACT NAME: _____

CONTACT PHONE: _____ CONTACT FAX: _____

CONTACT E-MAIL ADDRESS: _____

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

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

POSITION TITLE:

NUMBER OF POSITIONS AVAILABLE: _____ **TARGET START DATE:** _____

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

SPECIFIC WORK SCHEDULE:

SALARY RATE(OR RANGE):

PERM TEMP TEMP-TO-PERM SEASONAL

PUBLIC TRANSPORTATION ACCESSIBILITY YES NO

IF SCREENINGS ARE REQUIRED, SELECT ALL THAT APPLY:

CREDIT DRUG MVR BACKGROUND OTHER

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

774 Jordan Lane Bldg. #4

Decatur, Ga. 30033

Phone: (404) 687-3400

FirstSourceJobs@dekalbcountyga.gov

**FIRST SOURCE JOBS ORDINANCE INFORMATION
EXHIBIT 4**

**EMPLOYMENT ROSTER
DeKalb County**

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

ATTACHMENT A

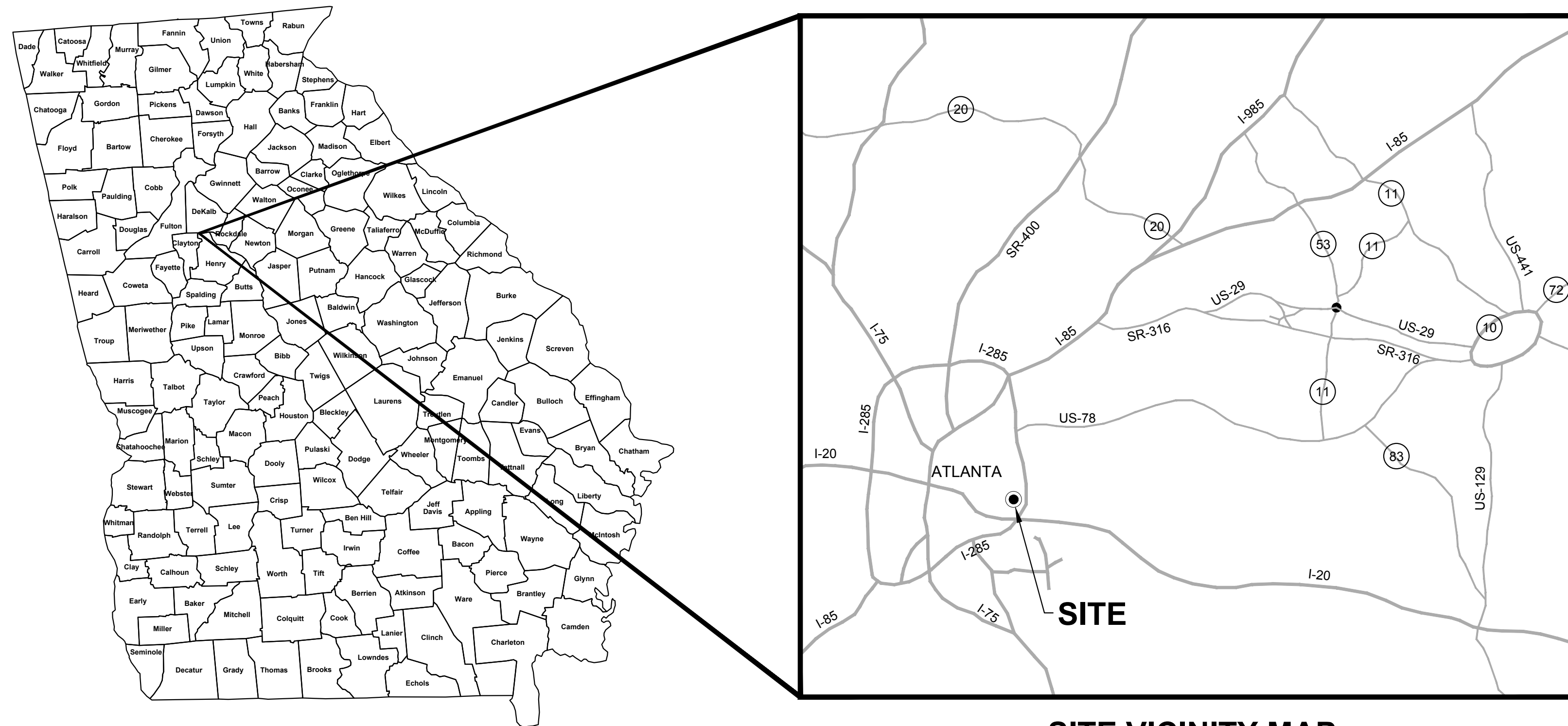
DEKALB COUNTY PUBLIC WORKS - SANITATION DIVISION

PAINT & WELDING SHOP DRAINAGE IMPROVEMENT,

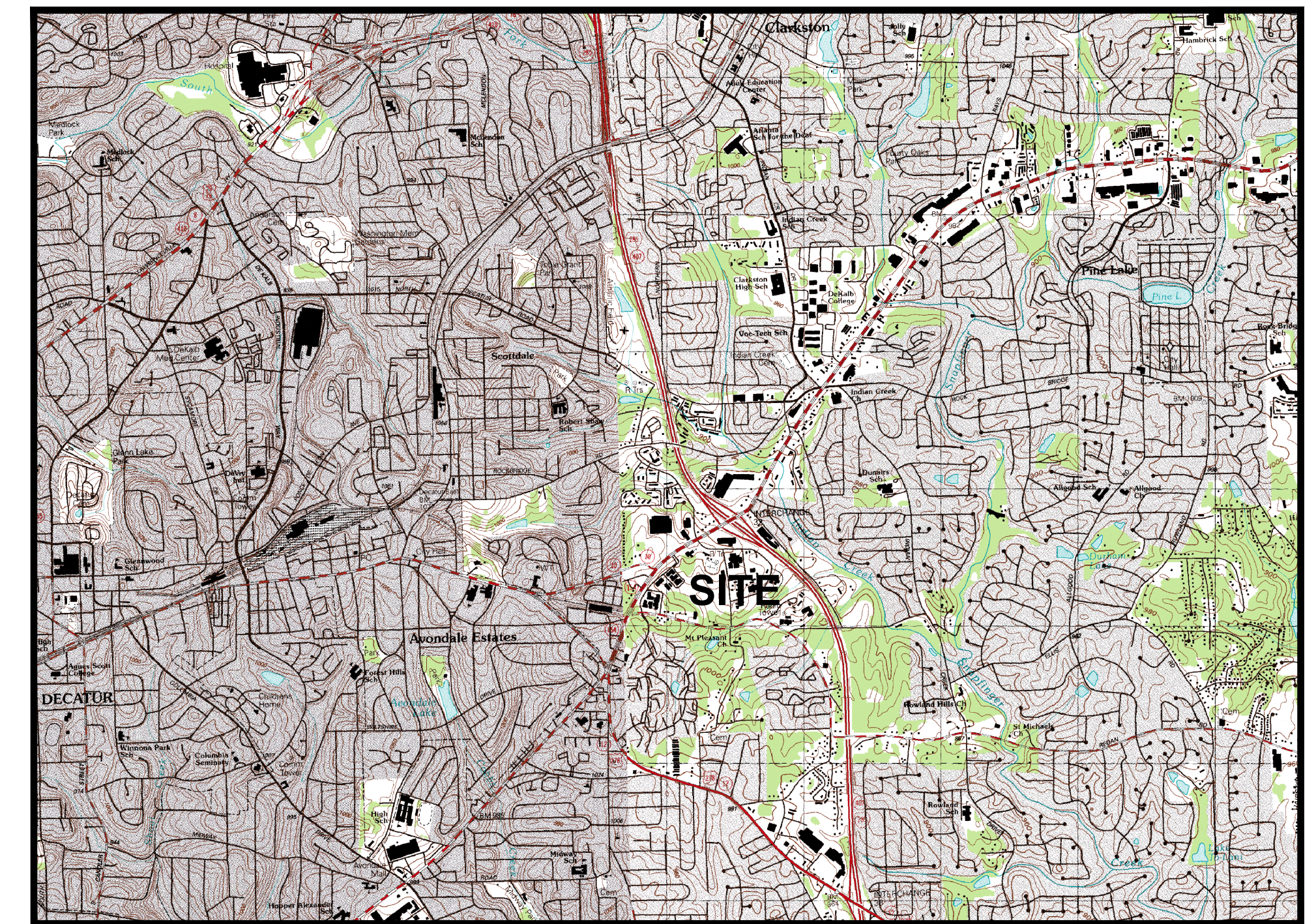
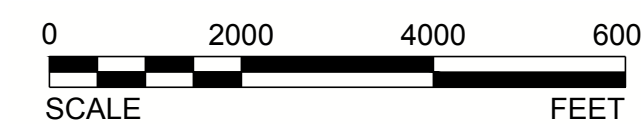
ITB NO. 17-100874

DEKALB COUNTY, DECATUR, GEORGIA

JUNE 2017

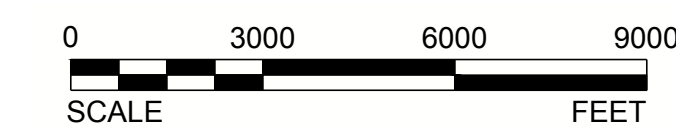


SITE VICINITY MAP



REFERENCE: USGS TOPOGRAPHIC MAPS, 7.5 MINUTE QUADRANGLES:
NORTHEAST ATLANTA GA, DATED 1993 & STONE MOUNTAIN GA, DATED 1992.

SITE LOCATION MAP



PROPERTY OWNER & DEVELOPER:
DEKALB COUNTY
PUBLIC WORKS SANITATION
DIVISION 3720 LEROY SCOTT DRIVE
DECATUR, GA. 30032

SITE LOCATION:
799 CAMP ROAD
DECATUR, GA 30032

24 HOUR CONTACT PERSON:
TRACY HUTCHINSON
OFFICE:(404) 294-2177
CELL:(404) 713-2501

PLANS PREPARED BY:
GOLDER ASSOCIATES INC.
3730 CHAMBLEE TUCKER ROAD
ATLANTA, GA 30341
(770) 496-1893



INDEX OF SHEETS	
SHEET	DESCRIPTION
1	TITLE SHEET
2	DRAIN DESIGN PLAN VIEW
3	DRAIN DESIGN DETAILS

**NOT FOR CONSTRUCTION
FOR BID PURPOSES ONLY**



- NOTES**
1. THE TRENCH DRAIN SHALL BE SURROUNDED BY AN 8-INCH THICK REBAR REINFORCED CONCRETE SLAB, AS INDICATED IN THE DRAWING. NO. 4 REBAR SHALL BE USED, WITH 12-INCH SPACING EACH WAY OF CENTER. THE CONCRETE SHALL BE UNDERLAIN BY A 6-INCH GRADED AGGREGATE BASE (GAB).
 2. THE GRATE ELEVATION OF THE TRENCH DRAIN SHALL BE ONE 1-INCH BELOW THE ELEVATION OF THE EXISTING CONCRETE APRON SO THAT WATER FLOWS ACROSS THE CONCRETE SLAB TOWARDS THE GRATES AND AWAY FROM THE BUILDING.
 3. THE CONCRETE SLAB SHALL BE TIED INTO EXISTING ASPHALT PAVEMENT WITHOUT A NOTICEABLE RIDGE. CONTRACTOR SHALL SAWCUT ASPHALT TO CREATE SMOOTH EDGE WHERE REMOVED.
 4. THE TRENCH AND GRATING SHALL BE RATED FOR AASHTO H-20 TRAFFIC LOADING.
 5. THE DRAINAGE PIPE SHALL BE A 10-INCH DIAMETER PVC PIPE WITH SMOOTH INTERIOR FOR USE IN GRAVITY FLOW APPLICATIONS. THE DRAINAGE PIPE SHALL BE CONSTRUCTED AT 2% SLOPE TOWARDS THE EXISTING CATCH BASIN. CONTRACTOR SHALL CORE A MIN. 10"Ø HOLE IN THE SIDE WALL OF CATCH BASIN AND PATCH THE ANNULUS WITH MORTAR.
 6. AN ANIMAL GUARD SHALL BE INSTALLED AT THE END OF THE 10-INCH DIAMETER DRAINAGE PVC PIPE.

CONTRACTOR SHALL BE RESPONSIBLE FOR IDENTIFYING UNDERGROUND UTILITIES AND SHALL REPAIR ANY DAMAGE AT NO ADDITIONAL COST TO OWNER.

CONTRACTOR TO FIELD VERIFY ALL DIMENSION AND LAYOUT AND PROVIDE TO ENGINEER FOR REVIEW PRIOR TO COMMENCING THE WORK.

CLIENT
DEKALB COUNTY DEPARTMENT OF SANITATION

DESIGNED	YYYY-MM-DD
PREPARED	
REVIEWED	
APPROVED	



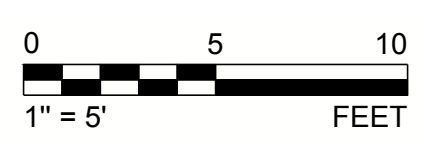
CONSULTANT

PROJECT
PAINT & WELDING SHOP DRAINAGE IMPROVEMENT

TITLE
DRAIN DESIGN PLAN VIEW

PROJECT NO.
2390081007

NOT FOR CONSTRUCTION FOR BID PURPOSES ONLY



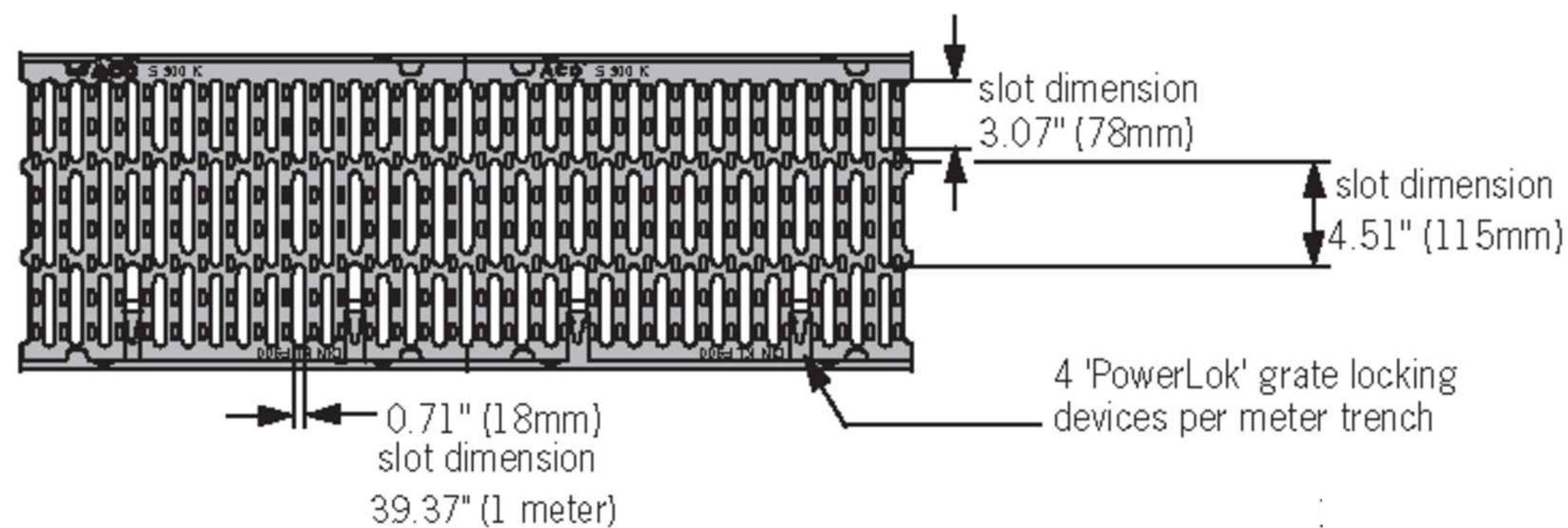
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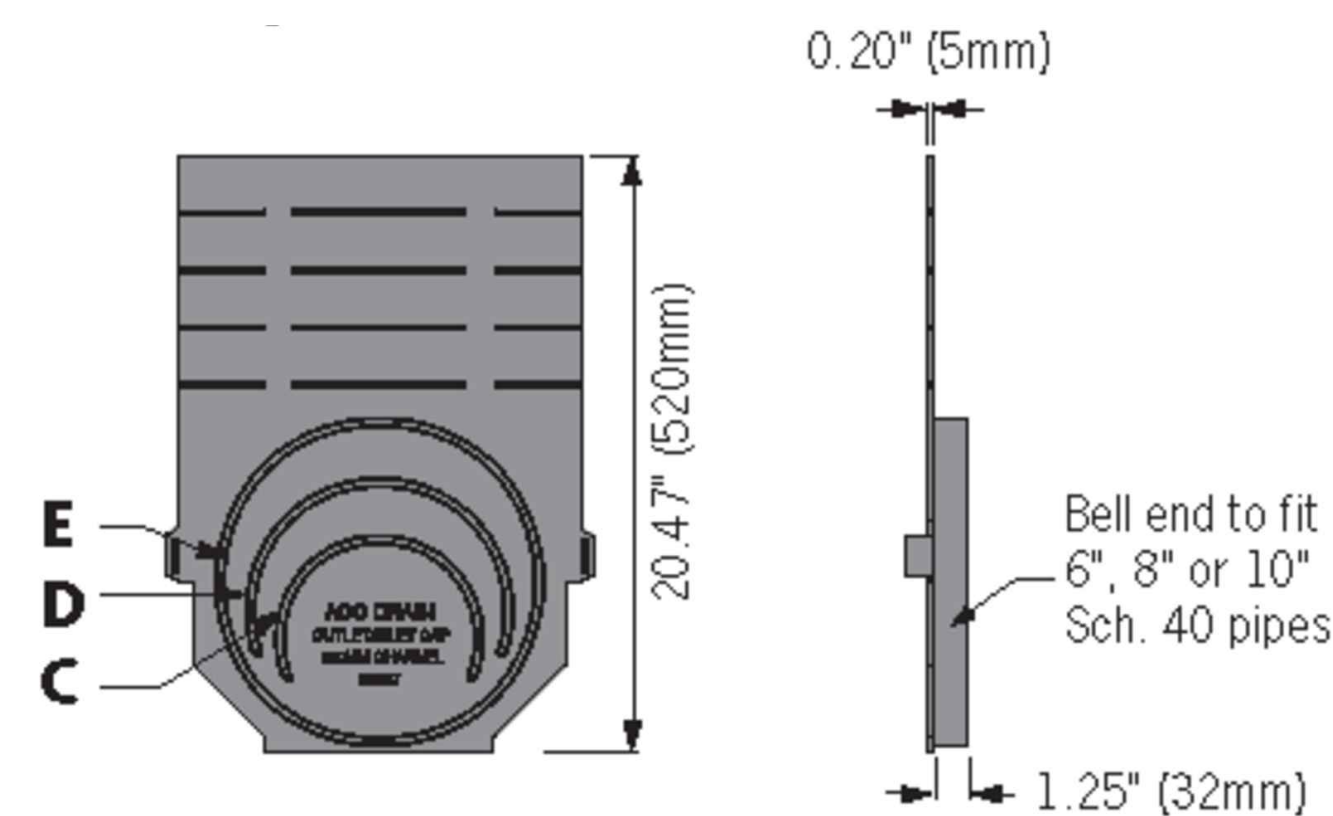
REV.

SHEET
2

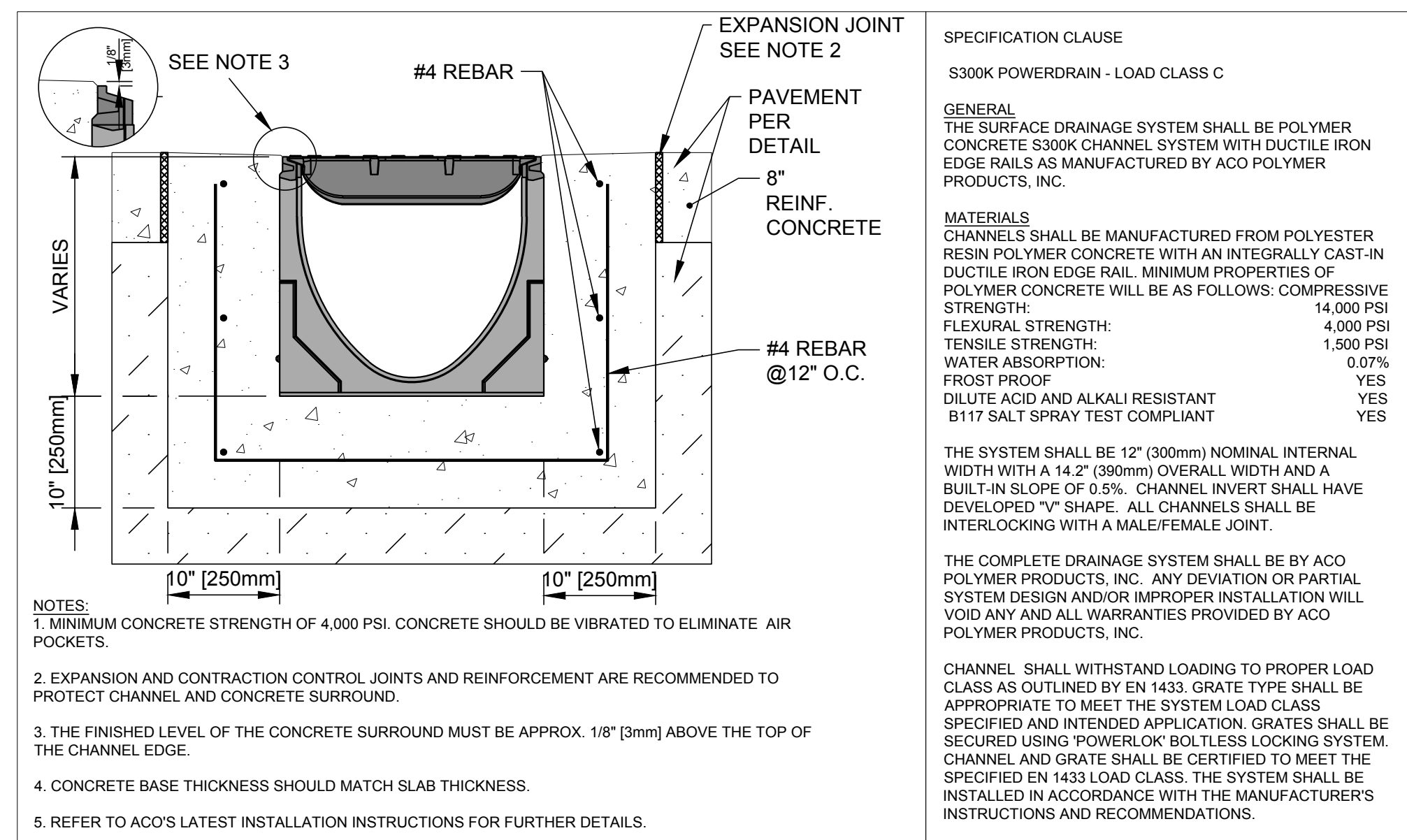
MANUFACTURER'S DETAILS AS MODIFIED BY GOLDER



1 ONE METER CHANNEL DETAIL
3 N.T.S.



2 END CAP DETAIL
3 N.T.S.



3 TYPICAL CROSS-SECTION
3 N.T.S.

SPECIFICATION CLAUSE
S300K POWERDRAIN - LOAD CLASS C

GENERAL
THE SURFACE DRAINAGE SYSTEM SHALL BE POLYMER CONCRETE S300K CHANNEL SYSTEM WITH DUCTILE IRON EDGE RAILS AS MANUFACTURED BY ACO POLYMER PRODUCTS, INC.

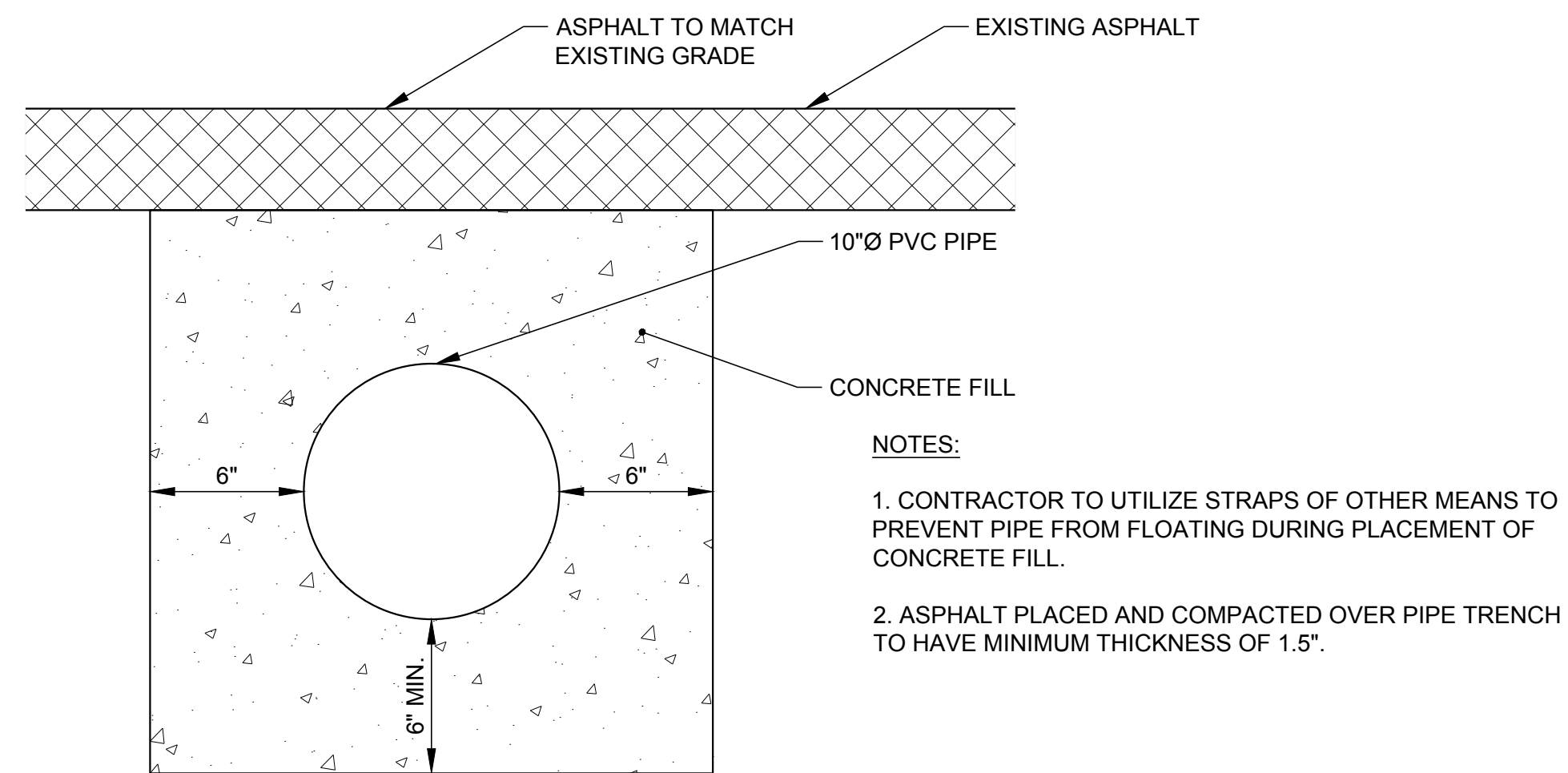
MATERIALS
CHANNELS SHALL BE MANUFACTURED FROM POLYESTER RESIN POLYMER CONCRETE WITH AN INTEGRALLY CAST-IN DUCTILE IRON EDGE RAIL. MINIMUM PROPERTIES OF POLYMER CONCRETE WILL BE AS FOLLOWS: COMPRESSIVE STRENGTH: 14,000 PSI
FLEXURAL STRENGTH: 4,000 PSI
TENSILE STRENGTH: 1,500 PSI
WATER ABSORPTION: 0.07%
FROST PROOF: YES
DILUTE ACID AND ALKALI RESISTANT: YES
B117 SALT SPRAY TEST COMPLIANT: YES

THE SYSTEM SHALL BE 12" (300mm) NOMINAL INTERNAL WIDTH WITH A 14.2" (390mm) OVERALL WIDTH AND A BUILT-IN SLOPE OF 0.5%. CHANNEL INVERT SHALL HAVE DEVELOPED "Y" SHAPE. ALL CHANNELS SHALL BE INTERLOCKING WITH A MALE/FEMALE JOINT.

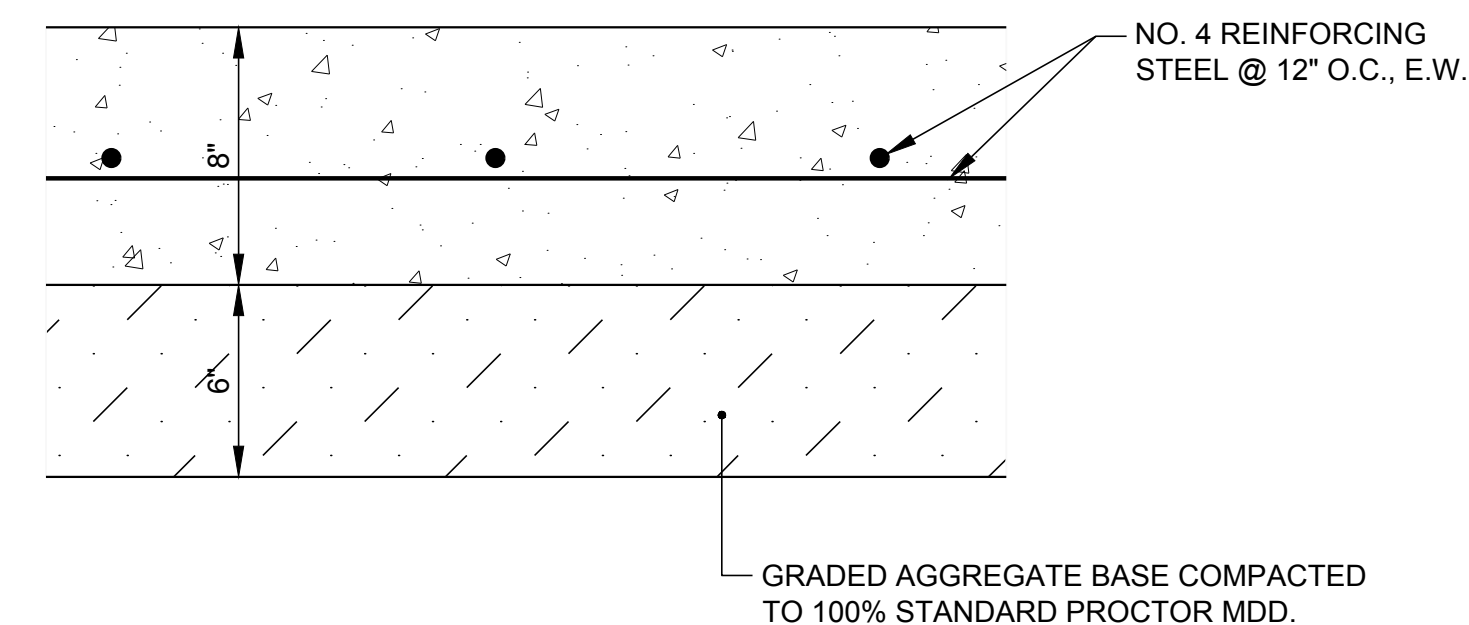
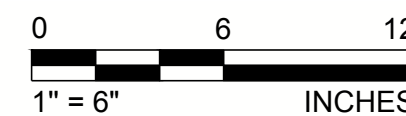
THE COMPLETE DRAINAGE SYSTEM SHALL BE BY ACO POLYMER PRODUCTS, INC. ANY DEVIATION OR PARTIAL SYSTEM DESIGN AND/OR IMPROPER INSTALLATION WILL VOID ANY AND ALL WARRANTIES PROVIDED BY ACO POLYMER PRODUCTS, INC.

CHANNEL SHALL WITHSTAND LOADING TO PROPER LOAD CLASS AS OUTLINED BY EN 1433. GRATE TYPE SHALL BE APPROPRIATE TO MEET THE SYSTEM LOAD CLASS SPECIFIED AND INTENDED APPLICATION. GRATES SHALL BE SECURED USING "POWERLOK" BOLTLESS LOCKING SYSTEM. CHANNEL AND GRATE SHALL BE CERTIFIED TO MEET THE SPECIFIED EN 1433 LOAD CLASS. THE SYSTEM SHALL BE INSTALLED IN ACCORDANCE WITH THE MANUFACTURER'S INSTRUCTIONS AND RECOMMENDATIONS.

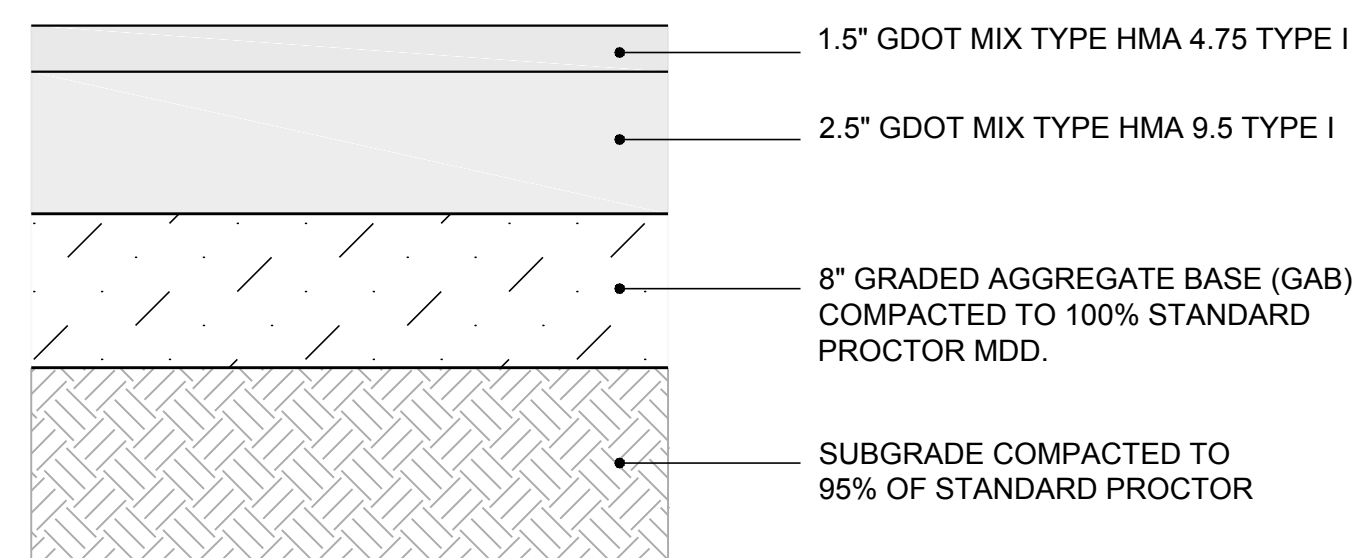
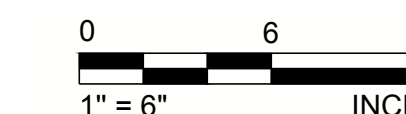
DETAILS BY GOLDER



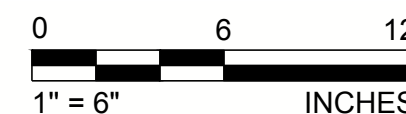
4 DRAIN OUTLET DETAIL
3



5 CONCRETE APRON DETAIL
3



6 ASPHALT PAVEMENT SECTION
3



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CLIENT
DEKALB COUNTY DEPARTMENT OF SANITATION

CONSULTANT	YYYY-MM-DD
DESIGNED	-
PREPARED	-
REVIEWED	-
APPROVED	-



PROJECT
PAINT & WELDING SHOP DRAINAGE IMPROVEMENT

TITLE
DRAIN DESIGN DETAILS

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REV.

SHEET

3