

**Department of Purchasing and Contracting**Maloof Administration Building, 1300 Commerce Drive, 2nd Floor, Decatur, Georgia 30030**August 9, 2021****INVITATION TO BID (ITB) NO. 21-101395****FOR****STORMWATER SYSTEM CLEANING, VIDEO INSPECTION (CCTV) SERVICES AND REPAIRS
(MULTIYEAR CONTRACT)****DEKALB COUNTY, GEORGIA**

Procurement Agent: Kyheem Bristol
Email: kbristol@dekalbcountyga.gov
Mandatory DeKalb First LSBE Meeting: August 11, 2021 or August 18, 2021
(Bidders must attend 1 meeting on either of the dates listed.) For attendance instructions, utilize the following link:
<https://www.dekalbcountyga.gov/purchasing-contracting/general-information>
(Meetings are held at 10:00 a.m. and 2:00 p.m.)

Deadline for Submission of Questions: 5:00 P.M. ET, August 20, 2021
Bid Opening: 3:00 P.M. ET, September 9, 2021
Price Schedule Opening: 3 – 5 Business days after Bid Opening
Validity of Bid: 120 Days

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 NO. 21-101395

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INVITATION TO BID OVERVIEW

A. PURPOSE:

DeKalb County Government (the County) is soliciting bids for **ITB 21-101395 Stormwater System Cleaning, Video Inspection (CCTV) Services and Repairs (Multiyear Contract)** from responsible bidders.

B. GENERAL INFORMATION:

1. BID TIMETABLE:

The anticipated schedule for the bid process is as follows:

Date Issued:	August 9, 2021
Mandatory DeKalb First LSBE Meeting: (Bidders must attend 1 meeting on either of the dates listed.)	August 11, 2021 or August 18, 2021 For attendance instructions utilize the following link: https://www.dekalbcountyga.gov/purchasing-contracting/general-information (Meetings are held at 10:00 a.m. and 2:00 p.m.)
Deadline for Submission of Questions:	5:00 P.M. ET, August 20, 2021
Bid Opening:	<u>3:00 P.M. ET, September 9, 2021</u>
Price Schedule Opening:	3 – 5 Business days after Bid Opening
Bids Valid Until:	Bids shall be valid for 120 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

***** 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. Any pricing included in the bid package (original or copies) will cause the bidder to be deemed non-responsive.

2. CONTACT PERSON:

The contact person for this bid is **Kyheem Bristol, Procurement Agent**. General inquiries concerning the meaning or interpretation of this Invitation to Bid (ITB) may be requested from the contact person via email at kbristol@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 August 20, 2021.**

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, http://www.dekalbcountyga.gov/purchasing/pc_index_formal_solicitations.html.

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INVITATION TO BID PROCEDURES

A. 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 THE BID BEING DEEMED NON-RESPONSIVE.
3. The *Minimum Specifications* are intended to be fair 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, the Bidder warrants that any good or service supplied to DeKalb County Government meets or exceeds 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 the 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. 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 with, complete and submit all LSBE forms with the Bidder's response in order to be responsive to the bid.** 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/general-information>.

- c. For further details regarding the DeKalb First Local Small Business Enterprise Ordinance, contact the LSBE Program representative at DeKalbFirstLSBE@dekalbcountyga.gov.

14. First Source Jobs Information

- a. The First Source Ordinance is a public regulation which requires contractors and beneficiaries of eligible DeKalb County projects to make a good faith effort to hire fifty (50) percent of all jobs using the First Source Registry. Beneficiaries are immediate recipients of county grants or community development block funds administered by the county of at least \$50,000. Contractors include an individual or entity entering into any type of agreement with the county, funded in whole or in part with county funds. WorkSource DeKalb (WSD) maintains the First Source Registry, comprised of qualified and trained DeKalb County residents. Business Solutions Unit (BSU) is available to assist the employer with selecting the most qualified candidate by using the First Source Registry to meet the company's hiring needs. WSD manages the First Source program through the Business Solutions Unit by assigning a specific BSU Specialist. The First Source process is conducted similarly to the BSU business service request process. The BSU Specialist works closely with employers using TALEO and BSU processes to ensure the hiring needs of the employers are met.
- b. 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

- a. 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.
- b. 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 and Professional Licenses

Bidders shall submit a copy of its current, valid business license with its Bid or upon award. 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 Technical 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.

B. 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. 21-101395 for Stormwater System Cleaning, Video Inspection (CCTV) Services and Repairs (Multiyear Contract)"** 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 County's intention is to award to one bidder; however, the County reserves the right to award by line item, to multiple bidders or make an all-or-none award. 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.

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 Response; and the County's ITB.
- B.** The Contractor's services shall include all things, personnel, and materials necessary to provide the goods and/or services that are in compliance with the specifications as authorized by the County.

C. DELIVERY:

Delivery of services is required within forty-eight (48) hours upon request, unless an alternative time-frame is approved by the Designated County Representative.

Bidder state agreement: Yes _____ No _____

Contact Person: _____

Telephone Number: _____ Cellular Number: _____

Normal Business Hours (Days/Times):

The successful bidder shall give a 24-hour prior notice of delivery to the Department or Division calling in the order, and must ask for caller's telephone number as well as Purchase Order number and address.

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.

D. 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.

E. 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:

F. 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.

G. WARRANTY AND/OR GUARANTY:

1. The bidder will state below or will furnish a separate letter attachment, which fully explains the conditions or Warranty and/or Guaranty. NOTE: FAILURE TO RESPOND TO THE REQUIREMENTS OF THIS PARAGRAPH MAY RESULT IN THE BID BEING DEEMED NON-RESPONSIVE.

2. Neither the final payment nor any provision of the Contract, nor partial or entire occupancy or use of the Work by the County, shall constitute an acceptance of any part of the Work that is not in accordance with the Contract or relieve the Contractor of liability for incomplete or faulty materials or workmanship.

H. 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.

I. 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.

J. 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.

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

L. TERM (Bidder shall not fill in the blank in this section. This portion shall be completed by the Department of Purchasing and Contracting upon the acknowledgement of receipt of the Notice to Proceed)::

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"). As required by O.C.G.A §36-60-13, this Contract shall (i) terminate without further obligation on the part of the County each and every December 31st, as required by O.C.G.A. § 36-60-13, as amended, unless terminated earlier in accordance with the termination provisions of this Contract; (ii) automatically renew on each January 1st, unless terminated in accordance with the termination provisions of this Contract; and (iii) terminate absolutely, with no further renewals, on December 31, 20__, unless extended by Change Order adopted and approved by the DeKalb County Governing Authority and the Contractor in accordance with the terms of this Contract.

M. PRICING:

1. Alterations to the Bid Schedule may result in the Bidder being deemed non-responsive and/or bid rejection.
2. 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 M. as stated within the ITB.

3. 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.
4. 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:
 - a. 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;
 - b. 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
 - c. 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 (Bidder shall not fill in the blanks in this section. This portion shall be completed by the Department of Purchasing and Contracting upon contract award):

1. The County shall pay the Contractor based upon the accepted bid prices submitted by Bidder. Invoices should be signed by the Contractor or authorized delegate and must contain the authorizing a unique invoice number specific to the project, the DeKalb County Purchase Order (PO), and the Contract Purchase Agreement (CPA) Number in order for payment to be processed. The PO Number must also be on the delivery ticket, if applicable.
2. As full payment for the faithful performance of this Contract, the County shall pay the Contractor, the Contract Price, which is an amount not to exceed _____ (\$_____), unless changed by written Change Order in accordance with the terms of this Contract. The term "Change Order" includes the term "amendment" and shall mean a written order authorizing a change in the Work, and an adjustment in Contract Price to Contractor or the Contract Term, as adopted and approved by the Contractor and the DeKalb County Governing Authority, or the Chief Executive Officer, if exempted from Governing Authority adoption and approval in accordance with the express terms of this Contract. The Chief Executive Officer or his/her designee shall have the authority to approve and execute a Change Order lowering the Contract Price or increasing the Contract Price up to twenty percent (20%) of the original Contract Price, provided that the total amount of the increase authorized by such Change Order is less than \$100,000.00. If the original Contract or Purchase Order Price does not exceed \$100,000.00, but the Change Order

will make the total Contract Price exceed \$100,000.00, then the Change Order will require approval by official action of the Governing Authority. Any other increase of the Contract Price shall be by Change Order adopted and approved by the DeKalb County Governing Authority and the Contractor in accordance with the terms of this Contract. Amounts paid to the Contractor shall comply with and not exceed the amounts listed below:

- a. County shall pay the Contractor an amount not to exceed _____ for the initial year of the agreement.
- b. County shall pay the Contractor an amount not to exceed _____ for the second year of the agreement.
- c. County shall pay the Contractor an amount not to exceed _____ for the third year of the agreement.

Payment is to be made no later than thirty (30) days after submittal of undisputed invoice.

3. Invoice(s) and notice(s) must be submitted as follows:

- a. Original invoice(s) must be submitted to:

Accounts Payable
DeKalb County Department of Finance
1300 Commerce Drive, 3rd Floor
Decatur, GA 30030

With a copy to the County Representative(s) listed below or to any other authorized designee from the department requesting the work:

Public Works – Roads and Drainage
729-B Camp Circle
Decatur, Georgia 30032
Attention: Travis Cherry
Email: tccherry@dekalbcountyga.gov

- b. 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.
- c. Notices must be submitted to:

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

4. 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:

1. 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.
2. 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 Indemnites 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 Indemnites 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 Indemnites, 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:

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

1. Certificates of Insurance in companies doing business in Georgia and acceptable to the County covering:
 - (a) Statutory Workers' Compensation Insurance, or proof that Contractor is not required to provide such coverage under State law;
 - (1) Employer's liability insurance by accident, each accident \$1,000,000
 - (2) Employer's liability insurance by disease, policy limit \$1,000,000
 - (3) Employer's liability insurance by disease, each employee \$1,000,000
 - (b) Professional Liability Insurance on the Contractor's services in this Agreement with limit of \$1,000,000;
 - (c) Commercial General Liability Insurance covering all operations with combined single limit of \$1,000,000;

- (d) Comprehensive Automobile Liability Insurance with form coverage for all owned, non-owned and hired vehicles with combined single limit of \$1,000,000.
- (e) Umbrella or Excess Insurance. Umbrella or excess insurance is to be provided with General Liability, Auto Liability and Employers Liability scheduled as underlying policies with limits not less than the following:
\$5,000,000 per occurrence
\$5,000,000 aggregate

2. Additional Insured Requirement:

- (a) The County, its elected officials, officers, employees and agents, hereinafter referred to in this article and in the article entitled "Certificates of Insurance" as "the County and its officers" are to be named as additional insured on all policies of insurance except worker's compensation and professional liability insurance with no cross suits exclusion. The County and its officers shall be included as additional insureds under commercial general liability and commercial umbrella insurance, for liabilities arising out of both the ongoing and completed operations of Contractor. Such additional insured coverage shall be endorsed to Contractor's policy by attachment of ISO Additional Insured Endorsement forms CG 20 10 10 01 (ongoing operations) and CG 20 37 10 01 (products-completed operations), or form(s) providing equivalent coverage.
- (b) All coverages required of the Contractor will be primary over any insurance or self-insurance program carried by the County.
- (c) If the Contractor is a joint venture involving two (2) or more entities, then each independent entity will satisfy the limits and coverages specified here or the joint venture will be a named insured under each respective policy specified.

3. Fidelity Bond coverage shall be provided. Coverage limits shall not be less than the amount scheduled in the contract.

4. Certificates of Insurance must be executed in accordance with the following provisions:

- (a) Certificates to contain policy number, policy limits, and policy expiration date of all policies issued in accordance with this Agreement;
- (b) Certificates to contain the location and operations to which the insurance applies;
- (c) Certificates to contain Contractor's protective coverage for any subcontractor's operations;
- (d) Certificates to contain Contractor's contractual liability insurance coverage;
- (e) Certificates are to be **issued** to:

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

- 5. Contractor shall be wholly responsible for securing certificates of insurance coverage as set forth above from all subcontractors who are engaged in this work.
- 6. The Contractor agrees to carry statutory Workers' Compensation Insurance and to have all subcontractors likewise carry statutory Workers' Compensation Insurance.

7. Contractor agrees to waive all rights of subrogation and other rights of recovery against the County and its officers and shall cause each Subcontractor to waive all rights of subrogation for all coverage, excluding Professional E&O.
8. Contractor understands and agrees that the purchase of insurance in no way limits the liability of the Contractor.
9. Contractor is obligated to comply with any revisions to the County's insurance requirements.
10. Failure of the County to demand such certificate or other evidence of full compliance with these insurance requirements or failure of the County to identify a deficiency from evidence provided will not be construed as a waiver of the Contractor's obligation to maintain such coverage.
11. Certificates shall state that the policy or policies shall not expire, be cancelled or altered without at least sixty (60) days prior written notice to the County. Policies and Certificates of Insurance listing the County and its officers as additional insureds (except for workers' compensation insurance) shall conform to all terms and conditions (including coverage of the indemnification and hold harmless agreement) contained in this Contract.
12. If the County shall so request, the Contractor will furnish the County for its inspection and approval such policies of insurance with all endorsements, or confirmed specimens thereof certified by the insurance company to be true and correct copies. Contractor shall be responsible and have the financial wherewithal to cover any deductibles or retentions included on the certificate of insurance.

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. DEKALB COUNTY, GEORGIA'S TITLE VI POLICY STATEMENT

DeKalb County, Georgia is committed to compliance with Title VI of the Civil Rights Act of 1964 and all related regulations and directives. DeKalb County assures that no person shall on the grounds of race, color, sex, or national origin, as provided by Title VI of the Civil Rights Act of 1964, the Federal-Aid Highway Transportation Act of 1973, and the Civil Rights Restoration Act of 1987 be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity. DeKalb County further assures that no person shall on the grounds of age, low income, disability, sexual orientation or gender identity be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity.

DeKalb County assures every effort will be made to ensure nondiscrimination in all of its programs and activities, whether those programs and activities are federally funded or not. In addition, DeKalb County will take reasonable steps to provide meaningful access to services for persons with Limited English Proficiency (LEP).

GG. COOPERATIVE AGREEMENT

DeKalb County supports cooperative procurement allowing public procurement entities to leverage the benefits of volume purchases, delivery and supply chain advantages, best practices, and the reduction of administrative time and expenses. In certain, limited circumstances, the County may choose to make the same pricing structures, terms and conditions agreed to under this solicitation available to other public procurement entities. Bidders shall indicate below whether they shall agree to allow other entities to piggy-back off the agreement resulting from this solicitation. Inclusion as a piggy-back contract is not mandatory, may be based on specific contract terms, and will have no bearing on the contract award.

Agree to extend to other public procurement entities: Yes ____ No ____

MINIMUM SPECIFICATIONS**1. GENERAL REQUIREMENTS:**

- 1.1. The intent of this Invitation to Bid is to provide a source for Stormwater System Cleaning using high pressure hydro-jetting, Video Inspection (CCTV) Services and stormwater system repairs. This contract will cover both scheduled cleaning and emergency, afterhours unplugging to re-establish stormwater flow. The County Engineer shall pre-set monthly schedules and task work orders for cleaning and video services performed during normal business hours. The County Engineer shall assign stormwater jobsites needing repair and approve schedules, plans and cost proposals to complete the assigned repair jobsites.
- 1.2. The storm drain system cleaning and video inspection services provided shall be all-inclusive of written video reports and DVD's, jobsite mobilization and traffic control for scheduled work, labor, materials, tools, signage, equipment, and supervision. The stormwater system repair jobsites assigned shall be all-inclusive of jobsite mobilization, traffic control, labor, materials tools, signage, equipment, supervision, and any required plans, sketches and cost proposals.
- 1.3. The primary user of this contract will be DeKalb County, Public Works – Roads and Drainage Division which is responsible for the County's stormwater infrastructure maintenance. Other departments may also use this contract periodically.
- 1.4. The Contractor, upon request from the County Engineer, shall perform hydro-jetting and vacuuming of material from storm drain pipes and structures. Mechanical cleaning may be required on pipes and structures designated by the County Engineer as needing heavy cleaning (50 to 100% blocked). Excavation of culvert and pipe entrance/exit ditches that may require haul-off of excess material is also included.
- 1.5. Normal business hour service shall be provided to the County between the hours of 8:00 AM and 5:00 PM, Monday through Friday, excluding County holidays. Service calls performed outside these time parameters shall be considered afterhours, emergency work. The Contractor shall be notified by the County Engineer as to any emergency site of the storm drain system. The Contractor shall respond within two (2) hours on-site after receiving the service call for an afterhours/emergency jobsite. A 24-hour call center will be required from the Contractor.
- 1.6. The Contractor shall adhere to the bounds as set forth in all right-of-ways and easements unless prior written approval of the current property owner is obtained and submitted to the County Engineer for approval. A standardized right-of-entry form will be used.
- 1.7. The hydro-jetting and video inspection equipment shall be truck mounted for roadway work and smaller easement units will be used for easy access to various locations within DeKalb County.

- 1.8.** Sonar equipment for the location of buried junctions is part of this scope of services. The Contractor shall also have the capacity to uncover and raise pre-cast concrete and masonry boxes to grade level. Also, hydro-excavation may be required on some jobsites.
- 1.9.** The stormwater drainage system repair items are all installed costs for each item or operation per the *Georgia Department of Transportation (GDOT) Standard Specifications, 2013 Edition* or as noted or directed by the County Engineer.
- 1.10.** Bid Bond. Each Bid must be accompanied by a Bid Guarantee in an amount of not less than ten percent (10%) of the amount of the Bid. The Bid Guarantee may be in the form of an official bank check payable to DeKalb County, or a Bid Bond in the form provided in the ITB as Attachment I. The Bid Bond shall be issued by a surety company licensed to write bonds in the State of Georgia, listed in the most current U.S. Treasury Circular No. 570, and have a current A.M. Best rating of "A" (Excellent) with a Financial Size Category of XII or better.
- 1.11.** Performance and Payment Bonds. Within ten (10) days from the date of Notice of Award of this Contract, the Contractor, as principal, shall give a Contract Performance Bond, attached hereto as Attachment J, and a Payment Bond, attached hereto as Attachment K, each in the full amount of the contract, for the use of all persons doing work or furnishing skills, tools, machinery, or materials under or for the purpose of this Contract, in accordance with the applicable provisions of Georgia state law, including but not limited to, O.C.G.A. §13-10-1 and §36-91-21 *et seq.* The bonds shall be underwritten by a surety company licensed to write bonds in the State of Georgia, listed in the most current U.S. Treasury Circular No. 570, and which have a current A.M. Best rating of "A" (Excellent) with a Financial Size Category of XII or better. The life of these bonds shall extend throughout the Contract Term including a sixty (60) day maintenance period (where applicable) and a twelve-month guarantee period after the completion of Work performed under this Contract. The bonds shall issue on the forms provided by the County as part of this Contract.

2. TECHNICAL SPECIFICATIONS:

2.1. Hydro-jet Cleaning Equipment and Standards.

2.2. Equipment Types. At least one unit shall be a truck mounted heavy-duty unit and at least one unit of smaller easement type equipment for the hydro-jet cleaning of storm drains will be made available to service this contract.

2.3. Equipment Capacity. The heavy-duty hydro-jet cleaning equipment shall be capable of 2000 psi min to 4000 psi max and up to 100 gallons per minute of water flow at the nozzle.

2.4. Hoses. Hose sizes shall range from 3/16-inch to 24-inches in diameter to accommodate the various storm drain pipe diameters.

2.5. Vacuum Fan. Vacuum shall be a twenty-seven (27) inch fan (or equivalent) configuration due to the required removal of large material from storm drains.

- 2.6. Flow Nozzles.** Guided flow nozzles and cutting nozzles shall be used that are capable of cutting through tree roots, concrete, grease, ice, mortar, sand, gravel, dirt, sludge and debris and shall protect the integrity of the storm drain pipe.
- 2.7. Water Tanks and Supply.** The water tank shall be capable of a carrying capacity of 1500 gallons and a debris box with a minimum capacity of 6 cubic yards. The Contractor is responsible for supply and cost of water. Any jobsite requiring greater than 1500 gallons to complete will require a meter be obtained from DeKalb County Department of Watershed Management (770-621-7230) for meter of County water.
- 2.8. Heavy Cleaning.** Heavy cleaning (mechanical cleaning) may be required on all 50% to 100% full structures and storm drain lines prior to the final hydro-jet treatment.
- 2.9. Storm Drain Cleaning.** Drain Cleaning and clearing shall consist of clearing a stoppage and then going back and forth through the stoppage area as well as the entire line being cleaned. This will ready the storm drain for CCTV inspection equipment by exposing the full pipe circumference. All solids shall be removed at the downstream structure of the section being cleaned – passing material from one pipe segment to another will not be permitted.
- 2.10. Damage to Contractor's Equipment.** The County shall not be responsible for broken cables or hoses while either cleaning a system or attempting to unclog one. The Contractor must exercise caution when hydro-jetting any line.
- 2.11. Traffic Control.** All required traffic control will be in accordance with the Manual of Uniform Traffic Control Devices (MUTCD), 2011 edition, and will be considered appurtenance to the work at no additional cost to DeKalb County with the exception of emergency jobsites.
- 2.12. Hours of Operation.** All cleaning and video inspections (CCTV) will be performed during normal business hours (Monday through Friday and 8:00 am to 5:00 pm). A 24-hour call center phone number will be provided to the County Engineer.
- 2.13. Mobilization charges.** Mobilization charges will be allowed for afterhours and emergency jobsites only. An additional per hour charge will be allowed in emergency cases.
- 2.14. Schedules.** The County Engineer will hold monthly planning and scheduling meetings to provide pre-set monthly schedules and task work orders for cleaning operations during normal business hours. GIS maps of work locations shall also be provided to the Contractor by the County Engineer. In advance of the work (3 days minimum in advance of actual start), the Contractor shall provide to the County Engineer the Proposed Work Plan for review and approval that shall include a Cost proposal, storm drain flow bypass/dewatering plans, traffic control plans, signed right-of-entry forms and proposed cleaning and inspections methods. Contractor shall notify the County Engineer of any discrepancies in pipe configurations in the field if different from those on the GIS maps provided. Notification shall include a diagram clearly indicating actual locations of structures in relation to adjacent existing structures.
- 2.15. Certifications.** The hydro-jetting equipment operator shall hold a current Commercial Driver's License (CDL) with Tanker Endorsement. Copies of the operator's license shall be included in the bid package for review to help determine if a sufficient amount of qualified staff is available to service this contract.

3. VIDEO INSPECTION SERVICES:

- 3.1. **Video Inspection.** Video Inspection Services will begin once a storm drain is thoroughly cleaned and the full pipe circumference is visible. Video Inspection (CCTV) Services will be performed on designated storm drain system as determined by the County Engineer. The inspection and assessment will be performed, at a minimum, in accordance with the Pipeline Assessment Certification Program (PACP) of NASSCO. The Contractor shall furnish all labor, materials, and equipment necessary for the CCTV inspection and condition assessment of the pipes and structures. CCTV equipment shall be capable of providing a high-quality CCTV inspection and record of the inspection. The Contractor must allow, when warranted, the County Engineer to be present inside the camera truck during video inspection to view inspection process and provide direction when anomalies are encountered.
- 3.2. **By-pass pumping.** By-pass pumping of stormwater may be required on some jobsites to control the storm flows while the camera is working. Water shall be released in a manner to prevent erosion of property.
- 3.3. **Video Reports.** A complete Video Inspection (CCTV) Service Report will be labeled with jobsite street addresses and copies of the bound, written inspection that highlight any anomalies or defects. The CCTV inspection will be placed on DVD disks and will be supplied to the County Engineer for our records. Database files from each inspection will be delivered in PACP format. DVD disks will be compatible for viewing on Windows Media Player. Video reports will be due within 7 days of final inspection of assigned stormwater drainage system.
- 3.4. **Quality of Report Submittals.** Submit DVD and written Inspection Reports for quality review and comments to the County Engineer. Picture quality and definition shall be to the satisfaction of the County. Inspection equipment that fails to produce satisfactory inspection quality shall be removed and replaced.
- 3.5. **Sonar Location Services.** Pipe Location Services may be required by a sonar inspection to locate buried junctions and identify pipe alignments. Buried structures will be marked with white paint and white flagged for excavation by the Contractor or County crews.
- 3.6. **Inspection Equipment.** The video inspection equipment shall meet the minimum standards of this section.

3.6.1. Monitoring Studio:

- 3.6.1.1. Temperature controlled.
- 3.6.1.2. Sufficient size to allow seating for two people in addition to the Operating Technician.

3.6.2. Television Monitor:

- 3.6.2.1. Located in monitoring studio.
- 3.6.2.2. Color video picture.
- 3.6.2.3. Resolution of no less than 350 lines
- 3.6.2.4. Continuous display during survey:
 - 3.6.2.4.1. Date of Survey.
 - 3.6.2.4.2. Number designation of structure surveyed.
 - 3.6.2.4.3. Continuous forward and reverse readout of camera distance from the reference manhole.
 - 3.6.2.4.4. Cables: 600 feet long, minimum.

3.6.3. Television Camera:

- 3.6.3.1. All cameras used shall be self-powered tractor assemblies, specifically designed for use in large diameter pipe inspection work.
- 3.6.3.2. The cameras shall be color, pan-and-tilt units, operable in 100% humidity conditions. Lights shall be mounted on and turn in the direction of the camera head.
- 3.6.3.3. The camera lens shall have not less than a 65-degree viewing angle and shall have either automatic or remote focus and iris controls.
- 3.6.3.4. Camera lighting shall be sufficient for use with color inspection cameras, and for diameters larger than 48-inches, a minimum of 1,000,000 candlepower lighting in the 3200 degree Kelvin range shall be made available.
- 3.6.3.5. The complete video system (camera, lens, lighting, cables, monitors, and recorders) shall be capable of providing a quality inspection and in a format acceptable to the County and if unsatisfactory, equipment shall be replaced. No payment will be made for unsatisfactory inspections.
- 3.6.3.6. Reverse setups will only be allowed and accepted for payment if a blockage or defect prevents the CCTV inspection from continuing in the initial direction. The Contractor shall notify the Engineer of such situations for approval. Payment will be made on the length of pipe inspected.
- 3.6.3.7. The maximum flow depth for CCTV inspection work is 20% of the pipe diameter or as approved by the County Engineer. If the flow depth of 20% cannot be achieved, the Contractor may be required to by-pass pump the pipe.
- 3.6.3.8. Accuracy of the measurements cannot be stressed too strongly. Daily calibration of the measuring devices shall be performed. Pipe lengths shown and reported on the CCTV inspection video and logs shall be within 3 feet (plus or minus) of the actual pipe length as measured from center of one manhole/structure to the center of next manhole/structure. CCTV inspection that does not meet these criteria shall be re-performed and re-submitted to the County Engineer at no additional cost to the County.
- 3.6.3.9. The Contractor is advised that the drainage pipe and structures vary in age and condition. The Contractor shall use extreme caution during all television inspections. If the television equipment becomes lodged in the pipes during the work, the

Contractor shall be responsible for removing the equipment including excavation of the system and paying for all costs associated with the retrieval.

3.6.4. Still Photographs:

- 3.6.4.1. Provide digital photographs showing whatever defect is encountered that interrupts completion of inspection (i.e., collapsed pipe, deformed pipe, severe offset joints, holes, heavy debris or roots).
- 3.6.4.2. Provide printed label on front of photograph with structure identification number, footage and defect type.
- 3.6.4.3. Digital Camera: Minimum 3.2 megapixels.

3.6.5. Digital Video Inspections – Required Deliverables:

- 3.6.5.1. All pipe and structure inspections performed under this contract shall be submitted to the County Engineer in electronic (digital) format. All inspections shall be performed using Granite Software XP version 5.3.2. Granite Software XP is DeKalb County's selected software package for television inspections. Granite Software XP (version 5.3.2) must be installed in the computers recording the inspections and utilized during video inspections. Converting the data to Granite Software XP from another software package is acceptable.
- 3.6.5.2. A DVD and bound, written report with sematic of the storm drain system will be submitted to the County Engineer for review. Completed inspections must be reviewed and checked against monthly invoicing before payment can be made. At a minimum, the following information will be on the video and written report:

- 3.6.5.2.1. Project Name & Street Address
- 3.6.5.2.2. Operating Technician's Name
- 3.6.5.2.3. Date & time of inspection
- 3.6.5.2.4. MH Start #/ MH End # (each pipe segment)
- 3.6.5.2.5. Pipe Material
- 3.6.5.2.6. Pipe Size
- 3.6.5.2.7. Direction of video
- 3.6.5.2.8. Weather & flow level
- 3.6.5.2.9. Constant display of the street name, MH start #/ MH end #, date and distance shall appear on the screen shots.
- 3.6.5.2.10. All defects and anomalies recorded and in written report with distances noted.

3.7. Schedules. The County Engineer will provide pre-set monthly schedules and task work orders for video inspections during normal business hours. GIS maps of the stormwater systems shall be provided. A Cost proposal will be provided to County Engineer in accordance with the stated price schedule once the Contractor has reviewed the locations.

4. EXCAVATION, BURIED JUNCTIONS, HAUL-OFF AND MISCELLANEOUS:

4.1. Haul-off of Unsuitable Material. All excessive debris, silt and soil shall be hauled off and disposed of in a manner that will not have an adverse effect on the environment. The Contractor is responsible for the safe removal and disposal of all unsuitable material in accordance with all Federal, State and Local codes, regulations and statues.

4.2. Excavation. Excavation to change, clean, or widen channels and entrance and exit ditches to pipes and culverts in order to reestablish flow will be required on jobsites designated by the County Engineer.

Typically, ten (10) foot of excavation is required at storm drain pipe ends; however, further excavation may be required as designated by the County Engineer.

4.3. Buried Junctions. Excavation of buried junctions will be required as designated by the County Engineer. Junction boxes and other buried structures which are exposed may be required to be raised to grade at the County Engineer's instruction. Pre-cast concrete and masonry structure work may be encountered and provisions to have these brought to grade are included in the bid items. The Georgia Utility Location Call Center (811) shall be notified and the excavation permit valid before excavation begins and during all phases of excavation operations.

4.3.1. Hydro-Excavation will be paid on a per-hour basis for location of utilities and an excavation permit shall be obtained.

4.4. Erosion and Siltation. Contractor shall take the necessary measures throughout the project to control erosion and to prevent silting of streams, rivers and lakes.

4.5. Landscape. Excavation sites will be re-seeded and wheat straw placed to prevent soil erosion. Replacement landscape items will be installed as directed.

4.6. Rip-Rap. Rip-Rap may be required at large pipe and culvert ends and the County Engineer will instruct the contractor in these cases.

5. STORMWATER SYSTEM REPAIRS:

5.1. GDOT and DeKalb County Standards. Repairs to the Stormwater System shall conform to the *Georgia Department of Transportation (GDOT) Standard Specifications, 2013 Edition*. Standards will be as specified on Price Schedule or as directed by the County Engineer.

5.2. Schedules and Cost Proposals. The Contract shall submit sketches, schedules and cost proposals to the County Engineer for approval before the beginning of all stormwater system repair projects.

5.3. Payment. All items on the Price Schedule shall be paid as installed costs (includes all material, labor, etc.).

5.4. Slip Lining. High Density Polyethylene Pipe (HDPE) which meets AASHSTO M326 shall be used to line existing pipe. Pipe that is slip lined shall include grouting of the pipe ends per the pipe manufacture's specification for grouting ends. Snap-Tite HDPE shall be used or an approved equal by the County Engineer.

5.5. Aluminized CMP. Aluminized Corrugated Metal Pipe (CMP) will be used where metal pipe is specified by the County Engineer. Aluminized Steel Type 2 (ALT 2) shall meet the specifications of ASSHTO M274 and ASTM A929.

5.6. MUTCD. The *Manual for Uniform Traffic Control Devices (MUTCD), 2009 Edition* shall be used for all traffic control layouts and road closures. Plans for road closures will be submitted to the County Engineer for prior approval and notifications two weeks in advance of closures. In emergency cases, the County Engineer may waive this procedure.

5.7. Erosion Control. The *Manual for Erosion and Sediment Control in Georgia, 6th Edition*, will be used for all erosion and silt control. Erosion control measures will be maintained during all phases of construction.

END OF MINIMUM SPECIFICATONS

***** PRICE SCHEDULE MUST BE SUBMITTED IN A SEPARATE SEALED ENVELOPE, AND PRICING SHALL NOT APPEAR ANYWHERE ELSE IN THE BID PACKAGE, OR BIDDER WILL BE DEEMED NON-RESPONSIVE AND WILL NOT BE CONSIDERED FOR AWARD*****

PRICE SCHEDULE					
Item No.	Description	Estimated Quantity	Unit	Unit Price	Extended Price
General Conditions					
1.	Mobilization (emergency jobsites only)	8	EA	\$ _____	\$ _____
2.	Out of Scope Work, Foreman	40	HR	\$ _____	\$ _____
3.	Out of Scope Work, Laborer	40	HR	\$ _____	\$ _____
Traffic Control					
4.	Traffic Control Major Street (emergency jobsites only)	8	EA	\$ _____	\$ _____
5.	Traffic Control Minor Street (emergency jobsites only)	8	EA	\$ _____	\$ _____
6.	Mobile Electronic Detour Signs (emergency jobsites)	6	EA	\$ _____	\$ _____
Location & Hydro-excavation					
7.	Sonar Location (includes flagging and paint)	10	LF	\$ _____	\$ _____
8.	Hydro-Excavation (Complete)	16	HR	\$ _____	\$ _____
Hydro-Jet Storm Drain Cleaning (less than 50% full)					
9.	12" Pipe - Clean less than 50% full	100	LF	\$ _____	\$ _____
10.	15" Pipe - Clean less than 50% full	100	LF	\$ _____	\$ _____
11.	18" Pipe - Clean less than 50% full	1,000	LF	\$ _____	\$ _____
12.	21" Pipe - Clean less than 50% full	100	LF	\$ _____	\$ _____
13.	24" Pipe - Clean less than 50% full	1,000	LF	\$ _____	\$ _____
14.	30" Pipe - Clean less than 50% full	1,000	LF	\$ _____	\$ _____
15.	36" Pipe - Clean less than 50% full	800	LF	\$ _____	\$ _____
16.	42" Pipe - Clean less than 50% full	800	LF	\$ _____	\$ _____
17.	48" Pipe - Clean less than 50% full	800	LF	\$ _____	\$ _____
18.	54" Pipe - Clean less than 50% full	1,000	LF	\$ _____	\$ _____
19.	60" Pipe - Clean less than 50% full	600	LF	\$ _____	\$ _____
20.	66" Pipe - Clean less than 50% full	500	LF	\$ _____	\$ _____

PRICE SCHEDULE					
Item No.	Description	Estimated Quantity	Unit	Unit Price	Extended Price
21.	72" Pipe - Clean less than 50% full	500	LF	\$ _____	\$ _____
22.	78" Pipe -Clean less than 50% full	500	LF	\$ _____	\$ _____
23.	84" Pipe - Clean less than 50% full	200	LF	\$ _____	\$ _____
24.	90" Pipe - Clean less than 50% full	200	LF	\$ _____	\$ _____
25.	96" Pipe - Clean less than 50% full	200	LF	\$ _____	\$ _____
Hydro Jet Storm Drain Cleaning (50% full or greater)					
26.	12" Pipe - Clean 50% full or greater	100	LF	\$ _____	\$ _____
27.	15" Pipe - Clean 50% full or greater	100	LF	\$ _____	\$ _____
28.	18" Pipe - Clean 50% full or greater	800	LF	\$ _____	\$ _____
29.	21" Pipe - Clean 50% full or greater	100	LF	\$ _____	\$ _____
30.	24" Pipe - Clean 50% full or greater	900	LF	\$ _____	\$ _____
31.	30" Pipe - Clean 50% full or greater	500	LF	\$ _____	\$ _____
32.	36" Pipe - Clean 50% full or greater	500	LF	\$ _____	\$ _____
33.	42" Pipe - Clean 50% full or greater	500	LF	\$ _____	\$ _____
34.	48" Pipe -Clean 50% full or greater	500	LF	\$ _____	\$ _____
35.	54" Pipe - Clean 50% full or greater	300	LF	\$ _____	\$ _____
36.	60" Pipe - Clean 50% full or greater	300	LF	\$ _____	\$ _____
37.	66" Pipe - Clean 50% full or greater	300	LF	\$ _____	\$ _____
38.	72" Pipe - Clean 50% full or greater	500	LF	\$ _____	\$ _____
39.	78" Pipe - Clean 50% full or greater	400	LF	\$ _____	\$ _____
40.	84" Pipe - Clean 50% full or greater	200	LF	\$ _____	\$ _____
41.	90" Pipe - Clean 50% full or greater	200	LF	\$ _____	\$ _____
42.	96" Pipe - Clean 50% full or greater	200	LF	\$ _____	\$ _____
Special Storm Line Cleaning & Clearing					
Roots, Rocks, Debris					
43.	12" to 36" Pipe	100	LF	\$ _____	\$ _____

PRICE SCHEDULE					
Item No.	Description	Estimated Quantity	Unit	Unit Price	Extended Price
44.	42" to 96" Pipe	100	LF	\$ _____	\$ _____
Square Brick Manholes (raise to grade)					
45.	4' Sqre Brick MH w/ Ring & Cover	50	VF	\$ _____	\$ _____
46.	5' Sqre Brick MH w/ Ring & Cover	20	VF	\$ _____	\$ _____
47.	6' Sqre Brick MH w/ Ring & Cover	20	VF	\$ _____	\$ _____
Round Brick Manholes (raise to grade)					
48.	4' Rnd Brick MH w/ Ring & Cover	50	VF	\$ _____	\$ _____
49.	5' Rnd Brick MH w/ Ring & Cover	20	VF	\$ _____	\$ _____
50.	6' Rnd Brick MH w/ Ring & Cover	20	VF	\$ _____	\$ _____
Square Precast Manholes (raise to grade)					
51.	4' Sqre MH w/ Ring & Cover	30	VF	\$ _____	\$ _____
52.	5' Sqre MH w/ Ring & Cover	20	VF	\$ _____	\$ _____
53.	6' Sqre MH w/ Ring & Cover	20	VF	\$ _____	\$ _____
Round Precast Manholes (raise to grade)					
54.	4' Rnd MH w/ Ring & Cover	50	VF	\$ _____	\$ _____
55.	5' Rnd MH w/ Ring & Cover	20	VF	\$ _____	\$ _____
56.	6' Rnd MH w/ Ring & Cover	20	VF	\$ _____	\$ _____
Special Structures/Components (raise to grade)					
57.	4' Dia Pedestal Top w Grate Inlet	20	EA	\$ _____	\$ _____
58.	5' Dia Pedestal Top w Grate Inlet	20	EA	\$ _____	\$ _____
59.	6' Dia Pedestal Top w Grate Inlet	10	EA	\$ _____	\$ _____
60.	4' Dia Pedestal Top w MH R/C	20	EA	\$ _____	\$ _____
61.	5' Dia Pedestal Top w MH R/C	20	EA	\$ _____	\$ _____
62.	6' Dia Pedestal Top w MH R/C	10	EA	\$ _____	\$ _____
63.	Precast SW CB Top, w/R/C, no throat	10	EA	\$ _____	\$ _____
64.	Precast DW CB Top, w/R/C, no throat	10	EA	\$ _____	\$ _____
65.	4'x4' Precast Top w/ MH R/C	30	EA	\$ _____	\$ _____

PRICE SCHEDULE					
Item No.	Description	Estimated Quantity	Unit	Unit Price	Extended Price
66.	5'x5' Precast Top w/ MH R/C	20	EA	\$ _____	\$ _____
67.	Cast in Place Top w/R/C	10	CY	\$ _____	\$ _____
68.	Cast in Place Throat Only	10	CY	\$ _____	\$ _____
69.	Uncover Buried JB (4')	50	EA	\$ _____	\$ _____
70.	Uncover Buried JB (4'-8')	30	EA	\$ _____	\$ _____
71.	Uncover Buried JB (4'-12')	20	EA	\$ _____	\$ _____
72.	Uncover Buried JB (>12')	10	EA	\$ _____	\$ _____
CCTV OF STORM PIPES (w/ DVD & Written Report)					
73.	12" - 15" diameters	100	LF	\$ _____	\$ _____
74.	18" - 24" diameters	1,000	LF	\$ _____	\$ _____
75.	30" - 42" diameters	1,000	LF	\$ _____	\$ _____
76.	48" - 54" diameters	1,000	LF	\$ _____	\$ _____
77.	60" - 66" diameters	500	LF	\$ _____	\$ _____
78.	72" - 84" diameters	500	LF	\$ _____	\$ _____
79.	90" - 96" diameters	200	LF	\$ _____	\$ _____
80.	Visual Inspections (pics per project)	40	EA	\$ _____	\$ _____
Erosion Control & Landscape Items					
81.	Stone Rip Rap Type I in Place	2,000	SY	\$ _____	\$ _____
82.	Stone Rip Rap Type III In Place	1,000	SY	\$ _____	\$ _____
83.	Stone Rip Rap 12" Installed	4,000	SY	\$ _____	\$ _____
84.	Install & Remove Type A Silt Fence	500	LF	\$ _____	\$ _____
85.	Install & Remove Type C Silt Fence	500	LF	\$ _____	\$ _____
86.	Install & Remove Type C Silt Fence-ALT	500	LF	\$ _____	\$ _____
87.	Inlet Sediment Traps - Silt Fence Sd2	200	EA	\$ _____	\$ _____
88.	Rock Bags for curb inlet/CB sediment Protection	20	EA	\$ _____	\$ _____
89.	Install & Remove Orange Tree Save Fence	200	LF	\$ _____	\$ _____
90.	Seed & Straw (Permanent Grassing)	5,000	SY	\$ _____	\$ _____

PRICE SCHEDULE					
Item No.	Description	Estimated Quantity	Unit	Unit Price	Extended Price
91.	Seed & Straw (Temp Grassing)	3,000	SY	\$ _____	\$ _____
92.	Sodding Complete - Fescue	3,000	SY	\$ _____	\$ _____
93.	Sodding Complete - Bermuda	3,000	SY	\$ _____	\$ _____
94.	Sodding Complete - Zoysia	2,000	SY	\$ _____	\$ _____
95.	Sodding Complete - Centipede	3,000	SY	\$ _____	\$ _____
96.	Topsoil Complete	100	CY	\$ _____	\$ _____
97.	Pine Straw	1,000	SY	\$ _____	\$ _____
98.	Wheat Straw Mulch	1,000	SY	\$ _____	\$ _____
99.	Tree Replacement 2-1/2" Hardwood, Installed	15	EA	\$ _____	\$ _____
100.	Tree Replacement 2-1/2" Pine, Installed	15	EA	\$ _____	\$ _____
101.	Shrub & Misc. Plants Replacement: 1 gallon, installed	100	EA	\$ _____	\$ _____
102.	Shrub Replacement: 3 gallon, installed	100	EA	\$ _____	\$ _____
103.	Shrub Replacement: 5 gallon, installed	500	EA	\$ _____	\$ _____
104.	Shrub Replacement: 7 gallon, installed	200	EA	\$ _____	\$ _____
105.	Bedding Flower per flat of 18 installed	100	SY	\$ _____	\$ _____
106.	Debris Removal, Tandem Dump Truck	100	CY	\$ _____	\$ _____
Miscellaneous Items					
107.	Removal of Existing Non-Drainage Structures	10	EA	\$ _____	\$ _____
108.	Removal of Existing Drainage Structure	10	EA	\$ _____	\$ _____
109.	Removal Existing Pipe all Types and Sizes	100	LF	\$ _____	\$ _____
110.	Stone #57	100	Ton	\$ _____	\$ _____
111.	Surge Stone	200	Ton	\$ _____	\$ _____
112.	No.3's and 4' Stone	200	Ton	\$ _____	\$ _____
Bypass Pumping Operations					
113.	Bypass pump setup-equipment and hose placement	60	EA	\$ _____	\$ _____
114.	4" Pumping Operation Time	40	HR	\$ _____	\$ _____
115.	6" Pumping Operation Time	40	HR	\$ _____	\$ _____

PRICE SCHEDULE					
Item No.	Description	Estimated Quantity	Unit	Unit Price	Extended Price
116.	8" Pumping Operation Time	16	HR	\$ _____	\$ _____
117.	10" Pumping Operation Time	8	HR	\$ _____	\$ _____
118.	12" Pumping Operation Time	8	HR	\$ _____	\$ _____
Reinforced Concrete Pipe (RCP) Class 3					
Installed to 10 foot depth					
119.	18 " RCP	500	LF	\$ _____	\$ _____
120.	24" RCP	500	LF	\$ _____	\$ _____
121.	30" RCP	100	LF	\$ _____	\$ _____
122.	36" RCP	100	LF	\$ _____	\$ _____
123.	42" RCP	100	LF	\$ _____	\$ _____
124.	48" RCP	100	LF	\$ _____	\$ _____
125.	54" RCP	60	LF	\$ _____	\$ _____
126.	60" RCP	60	LF	\$ _____	\$ _____
127.	72" RCP	60	LF	\$ _____	\$ _____
Corrugated Metal Pipe (CMP) Aluminized Coated					
Installed to 10 foot depth					
128.	15" CMP	100	LF	\$ _____	\$ _____
129.	18" CMP	500	LF	\$ _____	\$ _____
130.	24" CMP	500	LF	\$ _____	\$ _____
131.	30" CMP	500	LF	\$ _____	\$ _____
132.	36" CMP	200	LF	\$ _____	\$ _____
133.	42" CMP	100	LF	\$ _____	\$ _____
134.	48" CMP	200	LF	\$ _____	\$ _____
135.	54" CMP	100	LF	\$ _____	\$ _____
136.	60" CMP	60	LF	\$ _____	\$ _____
137.	72" CMP	60	LF	\$ _____	\$ _____
Additional Depth of Cover for Pipes					
Includes excavation, backfill & compaction					
138.	2 to 4 additional foot of cover	1,000	LF	\$ _____	\$ _____
139.	4 to 12 additional foot of cover	500	LF	\$ _____	\$ _____
Metal Flared End Sections (GADOT Std. 1120)					
140.	18" MFES 16 Gage	20	EA	\$ _____	\$ _____
141.	24" MFES 14 Gage	20	EA	\$ _____	\$ _____
142.	30" MFES 14 Gage	10	EA	\$ _____	\$ _____
143.	36" MFES 14 Gage	10	EA	\$ _____	\$ _____

PRICE SCHEDULE					
Item No.	Description	Estimated Quantity	Unit	Unit Price	Extended Price
144.	42" MFES 14 Gage	10	EA	\$ _____	\$ _____
Metal Safety End Sections (GADOT Std. Special Detail)					
145.	18" SFES 16 Gage	10	EA	\$ _____	\$ _____
146.	24" SFES 16 Gage	10	EA	\$ _____	\$ _____
147.	30" SFES 12 Gage	6	EA	\$ _____	\$ _____
148.	36" SFES 12 Gage	6	EA	\$ _____	\$ _____
149.	42" SFES 12 Gage	6	EA	\$ _____	\$ _____
150.	48" SFES 12 Gage	6	EA	\$ _____	\$ _____
Precast Concrete Flared End Sections					
151.	18" CFES	20	EA	\$ _____	\$ _____
152.	24" CFES	20	EA	\$ _____	\$ _____
153.	30" CFES	20	EA	\$ _____	\$ _____
154.	36" CFES	10	EA	\$ _____	\$ _____
155.	42" CFES	10	EA	\$ _____	\$ _____
Precast Concrete Headwalls					
156.	18" Precast HW	30	EA	\$ _____	\$ _____
157.	24" Precast HW	20	EA	\$ _____	\$ _____
158.	30" Precast HW	10	EA	\$ _____	\$ _____
159.	36" Precast HW	10	EA	\$ _____	\$ _____
160.	42" Precast HW	10	EA	\$ _____	\$ _____
161.	48" Precast HW	10	EA	\$ _____	\$ _____
162.	36" Precast HW w/ Velocity Dissipater	20	EA	\$ _____	\$ _____
163.	42" Precast HW w/ Velocity Dissipater	10	EA	\$ _____	\$ _____
164.	48" Precast HW w/ Velocity Dissipater	20	EA	\$ _____	\$ _____
Cast-in-place Concrete Headwall					
165.	Cast-in-place Concrete Headwall - DeKalb Co. Std. Detail	20	CY	\$ _____	\$ _____
166.	Cast-in-place Concrete Headwall - GDOT Std. 1125	20	CY	\$ _____	\$ _____
Brick-in-Place Headwall					
167.	Brick-in-Place Headwall for 18" pipe	20	EA	\$ _____	\$ _____
168.	Brick-in-Place Headwall for 24" pipe	20	EA	\$ _____	\$ _____
169.	Brick-in-Place Headwall for 30" pipe	10	EA	\$ _____	\$ _____
170.	Brick-in-Place Headwall for 36" pipe	10	EA	\$ _____	\$ _____
171.	Brick-in-Place Headwall for 42" pipe	10	EA	\$ _____	\$ _____
Rubble Masonry Headwall - (DeKalb Co. Std. Detail)					
172.	Lithonia Granite Rubble Rock HW for 48" pipe	500	SF	\$ _____	\$ _____
173.	Lithonia Granite Rubble Rock HW for 54" pipe	600	SF	\$ _____	\$ _____
174.	Lithonia Granite Rubble Rock HW for 60" pipe	650	SF	\$ _____	\$ _____

PRICE SCHEDULE					
Item No.	Description	Estimated Quantity	Unit	Unit Price	Extended Price
175.	Lithonia Granite Rubble Rock HW for 72" pipe	700	SF	\$ _____	\$ _____
New Storm Drain Catch Basins - GDOT 1033/1034					
176.	4 ft. Dia. Brick CB	800	VF	\$ _____	\$ _____
177.	5 ft. Dia. Brick CB	800	VF	\$ _____	\$ _____
178.	6 ft. Dia. Brick CB	600	VF	\$ _____	\$ _____
179.	7 ft. Dia. Brick CB	600	VF	\$ _____	\$ _____
180.	4 ft. Dia. Precast CB	500	VF	\$ _____	\$ _____
181.	5 ft. Dia. Precast CB	500	VF	\$ _____	\$ _____
182.	6 ft. Dia. Precast CB	600	VF	\$ _____	\$ _____
183.	7 ft. Dia. Precast CB	300	VF	\$ _____	\$ _____
Storm Drain Inlets & Manholes					
New Std. Inlet shall be GDOT 1019/1011 OR DeKalb Stds.					
Brick Square Inlets					
184.	4' Square Brick inlet w/Flush Grate Only	200	VF	\$ _____	\$ _____
185.	5' Square Brick inlet w/Flush Grate Only	200	VF	\$ _____	\$ _____
186.	6' Square Brick inlet w/Flush Grate Only	200	VF	\$ _____	\$ _____
187.	4' Square Brick inlet w/Curb Hood & Grate	100	VF	\$ _____	\$ _____
188.	5' Square Brick inlet w/Curb Hood & Grate	100	VF	\$ _____	\$ _____
189.	6' Square Brick inlet w/Curb Hood & Grate	100	VF	\$ _____	\$ _____
Precast Square Inlets					
190.	4' Square Precast Inlet w/Flush Grate Only	100	VF	\$ _____	\$ _____
191.	5' Square Precast Inlet w/Flush Grate Only	100	VF	\$ _____	\$ _____
192.	6' Square Precast Inlet w/Flush Grate Only	100	VF	\$ _____	\$ _____
193.	4' Square Precast Inlet w/Curb Hood & Grate	100	VF	\$ _____	\$ _____
194.	5' Square Precast Inlet w/Curb Hood & Grate	100	VF	\$ _____	\$ _____
195.	6' Square Precast Inlet w/Curb Hood & Grate	100	VF	\$ _____	\$ _____
196.	4' Square Precast Inlet w/Pedestal Top & Grate	200	VF	\$ _____	\$ _____
197.	5' Square Precast Inlet w/Pedestal Top & Grate	200	VF	\$ _____	\$ _____
198.	6' Square Precast inlet w/Pedestal Top & Grate	200	VF	\$ _____	\$ _____
Precast Round Inlets					
199.	4' Round Precast Inlet w/Flush Grate Only	100	VF	\$ _____	\$ _____
200.	5' Round Precast Inlet w/Flush Grate Only	100	VF	\$ _____	\$ _____
201.	6' Round Precast Inlet w/Flush Grate Only	100	VF	\$ _____	\$ _____
202.	4' Round Precast Inlet w/Curb Hood & Grate	100	VF	\$ _____	\$ _____
203.	5' Round Precast Inlet w/Curb Hood & Grate	100	VF	\$ _____	\$ _____
204.	6' Round Precast Inlet w/Curb Hood & Grate	100	VF	\$ _____	\$ _____
205.	4' Round Precast Inlet w/Pedestal Top or MH Ring & Cover	200	VF	\$ _____	\$ _____
206.	5' Round Precast Inlet w/Pedestal Top or MH Ring & Cover	200	VF	\$ _____	\$ _____

PRICE SCHEDULE					
Item No.	Description	Estimated Quantity	Unit	Unit Price	Extended Price
207.	6' Round Precast Inlet w/Pedestal Top or MH Ring & Cover	100	VF	\$ _____	\$ _____
Square Brick Manholes					
208.	4' Square Brick Manhole w/Manhole Ring & Cover	80	VF	\$ _____	\$ _____
209.	5' Square Brick Manhole w/Manhole Ring & Cover	100	VF	\$ _____	\$ _____
210.	6' Square Brick Manhole w/Manhole Ring & Cover	100	VF	\$ _____	\$ _____
Round Brick Manholes					
211.	4' Round Brick Manhole w/Manhole Ring & Cover	80	VF	\$ _____	\$ _____
212.	5' Round Brick Manhole w/Manhole Ring & Cover	100	VF	\$ _____	\$ _____
213.	6' Round Brick Manhole w/Manhole Ring & Cover	100	VF	\$ _____	\$ _____
Square Precast Manholes					
214.	4' Square Precast Manhole w/Manhole Ring & Cover	100	VF	\$ _____	\$ _____
215.	5' Square Precast Manhole w/Manhole Ring & Cover	100	VF	\$ _____	\$ _____
216.	6' Square Precast Manhole w/Manhole Ring & Cover	80	VF	\$ _____	\$ _____
Round Precast Manholes					
217.	4' Round Precast Manhole w/Manhole Ring & Cover	80	VF	\$ _____	\$ _____
218.	5' Round Precast Manhole w/Manhole Ring & Cover	80	VF	\$ _____	\$ _____
219.	6' Round Precast Manhole w/Manhole Ring & Cover	100	VF	\$ _____	\$ _____
Miscellaneous & Special Structures/Components					
220.	4' Dia. Pedestal Top with Inlet Frame and Grate	20	EA	\$ _____	\$ _____
221.	5' Dia. Pedestal Top with Inlet Frame and Grate	20	EA	\$ _____	\$ _____
222.	6' Dia. Pedestal Top with Inlet Frame and Grate	10	EA	\$ _____	\$ _____
223.	4' Dia. Pedestal Top with MH Ring & Cover	20	EA	\$ _____	\$ _____
224.	5' Dia. Pedestal Top with MH Ring & Cover	20	EA	\$ _____	\$ _____
225.	6' Dia. Pedestal Top with MH Ring & Cover	10	EA	\$ _____	\$ _____
226.	4' Dia. Round to Square	5	EA	\$ _____	\$ _____
227.	5' Dia. Round to Square	5	EA	\$ _____	\$ _____
228.	6' Dia. Round to Square	5	EA	\$ _____	\$ _____
229.	Precast Replacement Top Only for Single Wing, w/Ring & Cover, not including throat	10	EA	\$ _____	\$ _____
230.	Precast Replacement Top Only for Double Wing, w/Ring & Cover, not including throat	10	EA	\$ _____	\$ _____
231.	4'x4' Precast Top w/MH Ring and Cover	10	EA	\$ _____	\$ _____
232.	5'x5' Precast Top w/MH Ring and Cover	10	EA	\$ _____	\$ _____
233.	Cast-in-Place Top Only w/Ring and Cover	10	CY	\$ _____	\$ _____

PRICE SCHEDULE					
Item No.	Description	Estimated Quantity	Unit	Unit Price	Extended Price
234.	Cast-in-Place Throat Only	10	CY	\$ _____	\$ _____
235.	Invert Installation, 4' Diameter	10	EA	\$ _____	\$ _____
236.	Invert Installation, 5' Diameter	5	EA	\$ _____	\$ _____
237.	Invert Installation, 6' Diameter	5	EA	\$ _____	\$ _____
238.	Invert Installation, other configurations	5	SF	\$ _____	\$ _____
Slip Lining with Snap-Tite HDPE (AASHTO M326), Include Grouting Ends (or approved equal)					
239.	12.75" OD	100	LF	\$ _____	\$ _____
240.	14" OD	200	LF	\$ _____	\$ _____
241.	18" OD	100	LF	\$ _____	\$ _____
242.	20" OD	200	LF	\$ _____	\$ _____
243.	24" OD	200	LF	\$ _____	\$ _____
244.	32" OD	100	LF	\$ _____	\$ _____
245.	36" OD	200	LF	\$ _____	\$ _____
246.	42" OD	100	LF	\$ _____	\$ _____
247.	48" OD	50	LF	\$ _____	\$ _____
248.	54" OD	50	LF	\$ _____	\$ _____
249.	63" OD	50	LF	\$ _____	\$ _____
Cast-in-Place Concrete					
250.	Paved Ditch/Swale (4" Thick)	40	SY	\$ _____	\$ _____
251.	Driveway 4" Concrete (Residential w/4" of GAB included)	50	SY	\$ _____	\$ _____
252.	Driveway 6" Concrete (Commercial w/6" of GAB included)	50	SY	\$ _____	\$ _____
253.	Driveway 8" Concrete (Commercial w/6" of GAB included)	50	SY	\$ _____	\$ _____
254.	Regular Duty Sidewalk (4" Thick,3000 psi)<5' length	40	SY	\$ _____	\$ _____
255.	Regular Duty Sidewalk (4" Thick,3000 psi)5'-10' length	50	SY	\$ _____	\$ _____
256.	Regular Duty Sidewalk (4" Thick,3000 psi)11'-20' length	80	SY	\$ _____	\$ _____
257.	Medium Duty Sidewalk (5" Thick, Fiber Reinf. 3000 psi <5' length	60	SY	\$ _____	\$ _____
258.	Medium Duty Sidewalk (5" Thick, Fiber Reinf. 3000 psi 5'-10' length	60	SY	\$ _____	\$ _____
259.	Medium Duty Sidewalk (5" Thick, Fiber Reinf. 3000 psi 11'-20' length	100	SY	\$ _____	\$ _____
260.	Heavy Duty Sidewalk (6" w/Wire Mesh & 3500 psi)<5' length	100	SY	\$ _____	\$ _____
261.	Heavy Duty Sidewalk (6" w/Wire Mesh & 3500 psi)5'-10" length	100	SY	\$ _____	\$ _____
262.	Heavy Duty Sidewalk (6" w/Wire Mesh & 3500 psi)11'-20" length	100	SY	\$ _____	\$ _____

PRICE SCHEDULE					
Item No.	Description	Estimated Quantity	Unit	Unit Price	Extended Price
263.	Curb & Gutter 6"x24"x12" High Back	200	LF	\$ _____	\$ _____
264.	Curb & Gutter 6"x30"x12" High Back	100	LF	\$ _____	\$ _____
265.	Curb & Gutter 6"x24"x10" Roll Back	100	LF	\$ _____	\$ _____
266.	Straight Header Curb	200	LF	\$ _____	\$ _____
267.	Concrete Drainage Structures Poured In Place w/Steel	60	CY	\$ _____	\$ _____
268.	High Early Strength (5000 psi)	20	CY	\$ _____	\$ _____
Road Restoration					
269.	Graded Aggregate Base	18	Ton	\$ _____	\$ _____
270.	Crusher Run Stone	18	Ton	\$ _____	\$ _____
271.	Asphaltic Concrete Binder Course	20	Ton	\$ _____	\$ _____
272.	Asphaltic Concrete Surface Course	20	Ton	\$ _____	\$ _____
273.	Tack Coat	50	Gal	\$ _____	\$ _____
274.	2" Asphalt Concrete Hot Mix for Trench Cap	20	Ton	\$ _____	\$ _____
Earthwork & Grading					
275.	Tree Removal 6" - 12"	100	EA	\$ _____	\$ _____
276.	Tree Removal 13" - 23"	50	EA	\$ _____	\$ _____
277.	Tree Removal >23"	30	EA	\$ _____	\$ _____
278.	Clear & Grubbing	100	SY	\$ _____	\$ _____
279.	Channel Excavation	50	CY	\$ _____	\$ _____
280.	Additional Excavation	10	CY	\$ _____	\$ _____
281.	Haul-In Structural Fill Material	20	CY	\$ _____	\$ _____
282.	Haul-Off Soil Material	50	CY	\$ _____	\$ _____
283.	Finish Grading	80	SY	\$ _____	\$ _____
284.	Trench Rock Excavation	60	CY	\$ _____	\$ _____
285.	Debris Removal	100	CY	\$ _____	\$ _____
Miscellaneous Items					
286.	Connect to Existing Structures	10	EA	\$ _____	\$ _____
287.	Debris Removal, Tandem Dump Truck	20	LOAD	\$ _____	\$ _____
288.	Removal of Existing Non Drainage Structures	20	EA	\$ _____	\$ _____
289.	Removal of Existing Drainage Structure	20	EA	\$ _____	\$ _____
290.	Remove Existing Pipe all Types and Sizes	200	LF	\$ _____	\$ _____
291.	Saw Cut Existing Pavements	100	LF	\$ _____	\$ _____
292.	Stone #57	100	TON	\$ _____	\$ _____
293.	Surge Stone	100	TON	\$ _____	\$ _____
294.	No. 3's and 4' Stone	100	TON	\$ _____	\$ _____
295.	Roll-Off Dumpster	10	DAY	\$ _____	\$ _____
296.	Relocate Existing Residential Water Meter, Including Box	10	EA	\$ _____	\$ _____

PRICE SCHEDULE					
Item No.	Description	Estimated Quantity	Unit	Unit Price	Extended Price
297.	Temporary 4' Chain Link Fence	200	LF	\$ _____	\$ _____
298.	Remove and Replace Existing 4' Galvanized Standard Chain Link Fence Residential	100	LF	\$ _____	\$ _____
299.	Remove and Replace Existing 5' Galvanized Standard Chain Link Fence Residential	100	LF	\$ _____	\$ _____
300.	Remove and Replace Existing 4' Black Vinyl Standard Chain Link Fence Residential	100	LF	\$ _____	\$ _____
301.	Remove and Replace Existing 5' Black Vinyl Standard Chain Link Fence Residential	100	LF	\$ _____	\$ _____
302.	Steel Plates (Typ. 5'x8' Size)	10	EA	\$ _____	\$ _____
303.	Reset Existing Headwall	10	EA	\$ _____	\$ _____
Grand Total of All Line Items					\$ _____
NOTE TO BIDDER: All Quantities are estimated.					
LEGEND FOR PRICE SCHEDULE					
EA	Each	SW	Single wing		
HR	Hour	DW	Double wing		
LF	Linear foot	HW	Headwall		
VF	Vertical foot	R/C	Ring and cover		
CY	Cubic yards	JB	Junction box		
SY	Square yards	CB	Catch basin		
SF	Square foot	RCP	Reinforced concrete pipe		
OD	Outside diameter	CMP	Corrugated metal pipe		
GAL	Gallon	MFES	Metal flared end section		
SQRE	Square	SFES	Safety flared end section (metal)		
MH	Manhole	CFES	Concrete flared end section		
RND	Round	GAB	Graded aggregate base		

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

- Bidder acknowledges addendum(s): No. 1____, No. 2____, No. 3____ (If Applicable)

Bidder acknowledges that this bid is valid for one hundred twenty (120) days _____(Initial)
from and including the actual bid opening date.

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

- No revisions _____(Initial)

OR

- 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 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 complete and submit the following documents with your bid:

Bid Page No.	Title	Check This Box If Included With Bid
41	Bid Acknowledgement Form*	
42	Required Documents Checklist*	
43	Contractor Reference and Release Form	
44	Subcontractor Reference and Release Form, if applicable**	
46	Contractor Affidavit*	
47	Subcontractor Affidavit, if applicable**	
48-56	LSBE - Exhibits 1 and 2 of Attachment G*	
57	New Employee Tracking Form	
58	First Source Jobs Acknowledgement Form	
62	Attachment I – Bid Bond*	
68	Attachment L – Certificate of Corporate Bidder*	
69	Attachment M – Certificate of Authority - Joint Venture (if applicable)	
70	Attachment N – Contractor Affidavit and Oath of Successful Bidder	
87	Attachment P – Exceptions to Contract, if any	
-	Copy of current, valid business 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.

Signature _____ 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.

Signature _____ 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 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 G

**LSBE INFORMATION
DEKALB FIRST LSBE INFORMATION
WITH EXHIBITS 1 – 2**

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

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

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

Percentage of LSBE Participation Required
20% of Total Award

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

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

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

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

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

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

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

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

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

EXHIBIT 1**SCHEDULE OF DEKALB FIRST LOCAL SMALL BUSINESS ENTERPRISE PARTICIPATION
OPPORTUNITY TRACKING FORM**

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

PRIME BIDDER/PROPOSER _____

SOLICITATION NUMBER: 21-101395

TITLE OF UNIT OF WORK – Stormwater System Cleaning, Video Inspection (CCTV) Services and Repairs
(Multiyear Contract)

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

4. List the LSBE-DeKalb or MSA subcontractors and/or firms (including suppliers) to be utilized in of this contract, if awarded. No changes can be made in the subcontractors listed below without the prior written approval of the County. Please attach a signed letter of intent from all certified LSBEs describing the work, materials, equipment or services to be performed and/or provided and the agreed upon percentage of work to be performed. A Letter of Intent form is attached hereto as "Exhibit 2".

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

Name of Company	
Address	
Telephone	

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

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

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

Please attach additional pages, if necessary.

EXHIBIT 1, CONT'D**DEKALB COUNTY**
CHECKLIST FOR GOOD FAITH EFFORTS

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

	Yes	No	Description of Actions
1.			Prime Contractors shall attend a MANDATORY LSBE Meeting in person or via video conference within two-weeks of advertisement 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):

EXHIBIT 1, CONT'D

This list is a guideline and by no means is it 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 1, CONT'D**DEKALB FIRST LOCAL SMALL BUSINESS ENTERPRISE SCHEDULE OF PARTICIPATION
OPPORTUNITY TRACKING FORM****Bidder/Proposer Statement of Compliance**

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

1. Non-Discrimination Policy

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

2. Commitment

The undersigned certifies that he/she has read, understands, and agrees to be bound by the bid specifications, including the accompanying Exhibits and other terms and conditions of the Invitation to

Bid and/or Request for Proposal regarding LSBE utilization. The undersigned further certifies that he/she is legally authorized by the bidder or responder to make the statements and representations in Exhibit 1 and that said statements and representations are true and correct to the best of his/her knowledge and belief. The undersigned will enter into formal agreement(s) with the LSBE(s) listed in this Exhibit 1, which are deemed by the owner to be legitimate and responsible LSBEs. Said agreement(s) shall be for the work and contract with the County. 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 _____, 20__.

Notary Public
My Commission Expires: _____

EXHIBIT 2**LETTER OF INTENT TO PERFORM AS A SUBCONTRACTOR
PROVIDING MATERIALS OR SERVICES****Instructions:**

1. Complete the form in its entirety and submit with bid documents.
2. Please be advised that LSBEs cannot be removed from a project without pre-approval from Contract Compliance.

To: _____
(Name of Prime Contractor Firm)

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

ITB Number: 21-101395

Project Name: Stormwater System Cleaning, Video Inspection (CCTV) Services and Repairs (Multiyear Contract)

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 Commence Date	% of Contract Award

Prime Contractor**Sub-contractor****Signature:** _____**Signature:** _____**Title:** _____**Title:** _____**Date:** _____**Date:** _____

ATTACHMENT H

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

FIRST SOURCE JOBS ORDINANCE ACKNOWLEDGEMENT

Contract No. _____

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: _____

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

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

FIRST SOURCE JOBS ORDINANCE INFORMATION
EXHIBIT 2

NEW EMPLOYEE TRACKING FORM

Name of Bidder _____

Address _____

Email _____

Phone Number _____

Fax Number _____

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

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

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 DeKalb Workforce Development, fax (404) 687-4099 or email to FirstSourceJobs@dekalbcountyga.gov.

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

FIRST SOURCE JOBS ORDINANCE INFORMATION
EXHIBIT 3

BUSINESS SERVICE REQUEST FORM

Please complete this form for each position that you have available.

DATE: _____ FEDERAL TAX ID: _____

COMPANY NAME: _____ WEBSITE: _____

ADDRESS: _____

(WORKSITE ADDRESS IF DIFFERENT): _____

CONTACT NAME: _____ TITLE: _____

CONTACT E-MAIL ADDRESS: _____ CONTACT PHONE: _____

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

JOB DESCRIPTION: *(Please include a copy of the Job Description)*

POSITION TITLE: _____

NUMBER OF POSITIONS AVAILABLE: _____ TARGET START DATE: _____

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

SALARY RATE (OR RANGE): _____ SPECIFIC WORK SCHEDULE: _____

PERM ☐ TEMP ☐ TEMP-TO-PERM ☐ SEASONAL ☐

PUBLIC TRANSPORTATION ACCESSIBILITY: YES ☐ NO ☐

SCREENINGS ARE REQUIRED: YES ☐ NO ☐ SELECT ALL THAT APPLY:

☐ CREDIT CHECK ☐ DRUG ☐ MVR ☐ BACKGROUND ☐ OTHER _____

HOW TO APPLY:

Please return form to: jbblack@dekalbcountyga.gov

DO NOT WRITE BELOW THIS LINE - TO BE COMPLETED BY WORKSOURCE DEKALB ONLY

SYSTEM TYPE: ☐ First Source ☐ Direct Hire ☐ Work Experience (WEX)

ENTRY DATE: _____

ASSIGNED TO: _____ DATE: _____

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

FIRST SOURCE JOBS ORDINANCE INFORMATION
EXHIBIT 4

EMPLOYMENT ROSTER

DeKalb County

[illegible]

ATTACHMENT I

BID BOND

(2 pages)

KNOW ALL MEN BY THESE PRESENTS, that we, _____

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

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

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

NOW, THEREFORE, the conditions of this obligation are such that if the Bid be accepted within sixty (60) days
of the Bid opening, the Principal shall execute a Contract in accordance with the Bid and upon the terms,
conditions, and prices set forth therein, and in the form and manner required by DeKalb County, Georgia, and
within ten (10) days from the date of Notice of Award of the Contract, execute a sufficient and satisfactory
Performance Bond and Payment Bond payable to DeKalb County, Georgia, each in an amount of one hundred
percent (100%) of the total Contract Price, in form and with security satisfactory to DeKalb County and furnish
satisfactory proof of the insurance required, then this obligation to be void; otherwise, to be and remain in full
force and virtue in law; and the Surety shall, upon failure of the Principal to comply with any or all of the foregoing
requirements within the time specified above, immediately pay to the aforesaid DeKalb County, Georgia, upon

demand, the amount hereof in good and lawful money of the United States of America, not as a penalty, but as liquidated damages.

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

PRINCIPAL

By: _____ (SEAL)
Signature of Principal

Print Name and Title of Authorized Signer

Print Name of Principal Business

ATTEST:

Corporate Secretary

SURETY

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

Print Name and Title of Authorized Signer

Print Name of Surety Business

WITNESS:

ATTACHMENT J**PERFORMANCE BOND**

(3 Pages)

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

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

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

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

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

and fees of every description, including reasonable attorney's fees, litigation costs and expert witness fees, which the County may incur, sustain, or suffer by reason of the failure or default on the part of the Principal in the performance of any or all of the terms, provisions, and requirements of the Contract, including any and all amendments and modifications thereto, or incurred by the County in making good any such failure to performance on the part of the Principal.

5. The Surety shall commence performance of its obligations and undertakings under this Bond promptly and without delay, after written notice from the County to the Surety.
6. The Surety hereby waives notice of any and all modifications, omissions, additions, changes, alterations, extensions of time, changes in payment terms, and any other amendments in or about the Contract, and agrees that the obligations undertaken by this bond shall not be impaired in any manner by reason of any such modifications, omissions, additions, changes, alterations, extensions of time, change in payment terms, and amendments.
7. The Surety hereby agrees that this Bond shall be deemed amended automatically and immediately, without formal or separate amendments hereto, upon any amendment to the Contract, so as to bind the Principal and Surety to the full and faithful performance of the Contract as so amended or modified, and so as to increase the penal sum to the adjusted Contract Price of the Contract.
8. The Surety's obligations under this bond include all of the Contractor's duties under the Contract, including without limitation its maintenance and guarantee obligations.
9. No right of action shall accrue on this bond to or for the use of any person, entity, or corporation other than the County and any other obligee named herein, or their executors, administrators, successors or assigns.
10. This Bond is intended to comply with O.C.G.A. §36-91-70, and shall be interpreted so as to comply with the minimum requirements thereof. However, in the event the express language of this Bond extends protection to the County beyond that contemplated by O.C.G.A. §36-91-70, or any other statutory law applicable to this Project, then the additional protection shall be enforced in favor of the County, whether or not such protection is found in the applicable statutes.
11. If any one or more of the provisions of this Bond are determined to be illegal or unenforceable by a court of competent jurisdiction, all other provisions shall remain effective.

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

PRINCIPAL

By: _____ (SEAL)
Signature of Principal

Print Name and Title of Authorized Signer

Print Name of Principal Business

ATTEST:

Corporate Secretary

SURETY

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

Print Name and Title of Authorized Signer

Print Name of Surety Business

WITNESS:

[Attach Original Power of Attorney

ATTACHMENT K**PAYMENT BOND**

(2 Pages)

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

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

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

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

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

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

PRINCIPAL

By: _____ (SEAL)
Signature of Principal

Print Name and Title of Authorized Signer

Print Name of Principal Business

ATTEST:

Corporate Secretary

SURETY

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

Print Name and Title of Authorized Signer

Print Name of Surety Business

WITNESS:

ATTACHMENT L

CERTIFICATE OF CORPORATE BIDDER

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

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

This _____ day of _____, 20____.

By: _____ (Corporate Seal)
Secretary

ATTACHMENT M

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

I, _____, ⁽¹⁾ certify that:

1. I am the _____ ⁽²⁾ of _____, ⁽³⁾ (hereinafter “Venturer”);
2. Venturer is a partner and participant in the joint venture having submitted the Invitation to Bid or Request for _____ Proposal No. _____ for _____ *(insert Project Name)*;
3. Venturer is organized and incorporated to do business under the laws of the State of _____; and
4. Said Invitation to Bid or Request for Proposal No. _____ was duly signed by said officer for and on behalf of said Venturer and the Contractor pursuant to the authority of the governing body of each and within the scope of its corporate powers.

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

This _____ day of _____, 20____.

By: _____
Signature of Person Executing Certification

INSTRUCTIONS FOR COMPLETION OF THIS CERTIFICATE:

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

COPY THIS FORM AND SUBMIT SEPARATE CERTIFICATES FOR EACH JOINT VENTURE PARTNER WITH THE BID OR PROPOSAL.

STATE OF GEORGIA
COUNTY OF DEKALB

ATTACHMENT N

**CONTRACTOR AFFIDAVIT AND
OATH OF SUCCESSFUL BIDDER**

Personally appeared before me, the undersigned officer, duly authorized to administer oaths, _____, (insert name), who, after being duly sworn, deposes as follows:

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

I, _____ (insert name) swear or affirm that I have not prevented or attempted to prevent competition in bidding or submitting a proposal for this Project by any means whatsoever. I swear or affirm that I have not prevented or endeavored to prevent anyone from making a Bid for this Project by any means whatsoever, I swear I have not caused or induced any other person to withdraw a Bid for this Project. I swear or affirm that I have not violated O.C.G.A. §36-91-21(d) in any way, directly or indirectly.

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

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

By: _____
Signature

Print Name of Affiant

Print Title of Affiant

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

NOTARY PUBLIC

My Commission Expires:

ATTACHMENT O

AGREEMENT FOR PROFESSIONAL SERVICES (Sample County Contract) DEKALB COUNTY, GEORGIA

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

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

ARTICLE I. CONTRACT TERM

The Contractor shall commence the Work under this Contract within ten (10) days from the acknowledgement of receipt of the Notice to Proceed. As required by O.C.G.A. §36-60-13, this Contract shall (i) terminate without further obligation on the part of the County each and every December 31st, as required by O.C.G.A. § 36-60-13, as amended, unless terminated earlier in accordance with the termination provisions of this Contract; (ii) automatically renew on each January 1st, unless terminated in accordance with the termination provisions of this Contract; and (iii) terminate absolutely, with no further renewals, on December 31, 20XX, unless extended by Change Order adopted and approved by the DeKalb County Governing Authority and the Contractor in accordance with the terms of this Contract.

ARTICLE III. PAYMENT

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

Invoice(s) must be submitted as follows:

- A. Original invoice(s) must be submitted to:
DeKalb County, Georgia

Attention: "USER DEPARTMENT"

- B. 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

ARTICLE IV. STATEMENT OF WORK

The Contractor agrees to provide all _____ services in accordance with the County's Request for Proposals (ITB) No. 21-101395 for Stormwater System Cleaning, Video Inspection (CCTV) Services and Repairs (Multiyear Contract), attached hereto as Appendix I and incorporated herein by reference, and the Contractor's response thereto, attached hereto as Appendix II and incorporated herein by reference.

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

ARTICLE V. GENERAL CONDITIONS

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

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

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

D. **Right to Audit** The County shall have the right to audit all books and records, including electronic records, relating or pertaining to this contract or agreement, including but not limited to all financial and performance related records, property, and equipment purchased in whole or in part with County funds and any documents or materials which support those records, kept under the control of

the Contractor, including but not limited to those kept by the Contractor's employees, agents, assigns, successors and subcontractors. The County also has the right to communicate with Contractor's employees related to the audited records. The Contractor shall maintain such books and records, together with such supporting or underlying documents and materials, for the duration of this contract and for seven (7) years after termination or expiration, including any and all renewals thereof. The books and records, together with supporting documents and materials shall be made available, upon request to the County or its designee, during normal business hours at the Contractor's office or place of business. In the event that no such location is available, then the books, records, and supporting documents shall be made available for audit at a time and location which is convenient for the County.

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

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

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

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

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

1. Certificates of Insurance in companies doing business in Georgia and acceptable to the County covering:

- (a) Statutory Workers' Compensation Insurance, or proof that Contractor is not required to provide such coverage under State law;
 - (1) Employer's liability insurance by accident, each accident \$1,000,000
 - (2) Employer's liability insurance by disease, policy limit \$1,000,000
 - (3) Employer's liability insurance by disease, each employee \$1,000,000
- (b) Professional Liability Insurance on the Contractor's services in this Agreement with limit of \$1,000,000;
- (c) Commercial General Liability Insurance covering all operations with combined single limit of \$1,000,000;
- (d) Comprehensive Automobile Liability Insurance with form coverage for all owned, non-owned and hired vehicles with combined single limit of

\$1,000,000.

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

\$5,000,000 per occurrence

\$5,000,000 aggregate

2. Additional Insured Requirement:

- (a) The County, its elected officials, officers, employees and agents, hereinafter referred to in this article and in the article entitled "Certificates of Insurance" as "the County and its officers" are to be named as additional insured on all policies of insurance except worker's compensation insurance with no cross suits exclusion. The County and its officers shall be included as additional insureds under commercial general liability and commercial umbrella insurance, for liabilities arising out of both the ongoing and completed operations of Contractor. Such additional insured coverages shall be endorsed to Contractor's policy by attachment of ISO Additional Insured Endorsement forms CG 20 10 10 01 (ongoing operations) and CG 20 37 10 01 (products-completed operations), or form(s) providing equivalent coverage.
 - (b) All coverages required of the Contractor will be primary over any insurance or self-insurance program carried by the County.
 - (c) If the Contractor is a joint venture involving two (2) or more entities, then each independent entity will satisfy the limits and coverages specified here or the joint venture will be a named insured under each respective policy specified.
3. Fidelity Bond coverage shall be provided. Coverage limits shall not be less than the amount scheduled in the contract.
4. Certificates of Insurance must be executed in accordance with the following provisions:
 - (a) Certificates to contain policy number, policy limits, and policy expiration date of all policies issued in accordance with this Agreement;
 - (b) Certificates to contain the location and operations to which the insurance applies;
 - (c) Certificates to contain Contractor's protective coverage for any subcontractor's operations;
 - (d) Certificates to contain Contractor's contractual liability insurance coverage;
 - (e) Certificates are to be **issued** to:
DeKalb County, Georgia
Director of Purchasing & Contracting
The Maloof Center, 2nd Floor
1300 Commerce Drive
Decatur, Georgia 30030
5. The Contractor shall be wholly responsible for securing certificates of insurance coverage as set forth above from all subcontractors who are engaged in this work.
6. The Contractor agrees to carry statutory Workers' Compensation Insurance and to have all subcontractors likewise carry statutory Workers' Compensation Insurance.
7. Contractor agrees to waive all rights of subrogation and other rights of recovery against the County and its officers and shall cause each Subcontractor to waive all rights of subrogation for all coverage, excluding Professional E&O.
8. Failure of the County to demand such certificate or other evidence of full compliance with these insurance requirements or failure of the County to identify a deficiency from evidence provided will not be construed as a waiver of the Contractor's obligation to maintain such coverage. Contractor understands and agrees that the purchase of insurance in no way limits the liability of the Contractor.
9. Certificates shall state that the policy or policies shall not expire, be cancelled or altered

without at least sixty (60) days prior written notice to the County. Policies and Certificates of Insurance listing the County and its officers as additional insureds (except for workers' compensation insurance) shall conform to all terms and conditions (including coverage of the indemnification and hold harmless agreement) contained in this Contract.

10. If the County shall so request, the Contractor will furnish the County for its inspection and approval such policies of insurance with all endorsements, or confirmed specimens thereof certified by the insurance company to be true and correct copies. Contractor shall be responsible and have the financial wherewithal to cover any deductibles or retentions included on the certificate of insurance.

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

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

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

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

N. Contractor's Status The Contractor will supervise and direct the Work, including the Work of all Subcontractors. Only persons skilled in the type of work which they are to perform shall be employed. The Contractor shall, at all times, maintain discipline and good order among his employees,

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

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

P. First Source Jobs Ordinance and Preferred Employees The Contractor is required to comply with the DeKalb County First Source Jobs Ordinance, Code of DeKalb County as Revised 1988, section 2-231 *et seq.*, and among other things, is required to make a good faith effort to hire DeKalb County residents for at least fifty percent 50% of all jobs created by an Eligible Project, as that term is defined in the First Source Ordinance, using the First Source Registry. Contractors, subcontractors, and independent contractors bidding on this contract will be encouraged by DeKalb County to have 25% or more of their labor forces for this project consist of Preferred Employees selected from the First Source Registry. The First Source Registry has Preferred Employees trained by U.S. Department of Labor registered apprenticeship programs and other partners. For information on Preferred Employees, please contact the DeKalb County Workforce Development by telephone at 404-687-3417 or 404-687-7171 or in person at 320 Church Street, Decatur, GA 30030.

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

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

S. Attachments and Appendices This Contract includes the following Attachments and Appendices all of which are incorporated herein by reference: Attachment A, Contractor's Cost Proposal; Appendix I, County's RFP; Appendix II, Contractor's Response; Attachment B, Contractor's Affidavit; Attachment C, Subcontractor's Affidavit(s); Attachment D, Sub-subcontractor's Affidavit(s); and Attachment E, Certificate of Corporate Authority or Joint Venture Certificate.

T. Severability If any provision of this Contract or the application thereof to any person or

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

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

If to the County:

Chief Executive Officer
1300 Commerce Drive, 6th Floor Decatur, GA 30030

and

Executive Assistant 1300 Commerce Drive
Decatur, Georgia 30030

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

With a copy to: Director of the Finance Department
1300 Commerce Drive
Decatur, Georgia 30030

If to the Contractor:

_____,

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

W. Controlling Provisions The Contract for this Project shall govern the Work. If any portion of the Contract shall be in conflict with any other portion, the various documents comprising the

Contract shall govern in the following order of precedence: Contract, Change Orders or modifications issued after execution of the Contract; the provisions of the County's RFP; and the Contractor's Response thereto.

[SIGNATURES CONTINUE ON NEXT PAGE]

SAMPLE

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in three counterparts, each to be considered as an original by their authorized representative.

{VENDOR}

DEKALB COUNTY, GEORGIA

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

Name (Typed or Printed) _____ Date _____

Title

Federal Tax I.D. Number Date

ATTEST:

ATTEST:

Signature

Name (Typed or Printed) BARBARA H. SANDERS, CCC, CMC
Clerk of the Chief Executive Officer
and Board of Commissioners of
DeKalb County, Georgia
Title

APPROVED AS TO SUBSTANCE:

APPROVED AS TO FORM:

Department Director

County Attorney Signature

County Attorney Name (Typed or Printed)

APPENDIX I

SAMPLE

APPENDIX II

SAMPLE

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

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

Federal Work Authorization User Identification Number

Date of Authorization

Name of Contractor

Name of Project
DeKalb County Georgia Government

Name of Public Employer

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

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

By: _____
Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

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

NOTARY PUBLIC
My Commission Expires:

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

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

Federal Work Authorization User Identification Number

Date of Authorization

Name of Subcontractor

Name of Project

DeKalb County Georgia Government

Name of Public Employer

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

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

By: _____
Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

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

NOTARY PUBLIC
My Commission Expires:

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

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

Federal Work Authorization User Identification Number

Date of Authorization

Name of Sub-subcontractor

Name of Project

DeKalb County Georgia Government

Name of Public Employer

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

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

By: _____
Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

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

NOTARY PUBLIC

My Commission Expires: _____

ATTACHMENT E
CERTIFICATE OF CORPORATE RESOLUTION

I, _____, certify the following:

That I am the duly elected and authorized Secretary of _____ (hereinafter referred to as the
“_____”), an _____ organized and incorporated to do business under the laws of the State of
_____;

That said corporation has, through lawful resolution of the Board of Directors of the corporation, duly
authorized and directed _____, in his official capacity as
_____ of the corporation, to enter into and execute the following described
agreement with DeKalb County, a political subdivision of the State of Georgia:

_____;

That the foregoing Resolution of the Board of Directors has not been rescinded, modified, amended, or
otherwise changed in any way since the adoption thereof, and is in full force and effect on the date hereof.

IN WITNESS WHEREOF, I have set my hand and corporate seal; This the

_____ day of _____, 20____.

(Secretary)

(CORPORATE

SEAL)

ATTACHMENT P
EXCEPTIONS TO THE COUNTY CONTRACT (IF ANY)