



Department of Purchasing and Contracting

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

July 4, 2022

INVITATION TO BID (ITB) NO. 22-101516

FOR

ASPHALTIC CONCRETE PAVEMENT REPAIRS [THREE (3) YEAR MULTIYEAR CONTRACT]

DEKALB COUNTY, GEORGIA

Procurement Agent: Michele L. Smith
Email: Mlsmith1@dekalbcountyga.gov

Mandatory DeKalb First LSBE Meeting: July 6, 2022 or July 13, 2022
(Bidders must attend 1 meeting on either of the dates listed.)
(Meetings are held at 10:00 a.m. and 2:00 p.m.)
For attendance instructions, utilize the following link:
https://www.dekalbcountyga.gov/purchasing-contracting/general-information

Mandatory Pre-Bid Conference: July 12, 2022 at 10:00 AM (ET)
(Via Zoom - https://dekalbcountyga.zoom.us/j/2319398759)

Deadline for Submission of Questions: 5:00 P.M. ET, July 15, 2022
Bid Opening: 3:00 P.M. ET, August 15, 2022 (Via Zoom - https://dekalbcountyga.zoom.us/j/2319398759)

Price Schedule Opening: 3 - 5 Business days after Bid Opening
Validity of Bid: 90 Days

Form with fields for Firm's Name and Address, Telephone and Fax Numbers, Federal Tax ID No., Signature of Person Authorized to Sign Bid and Date, and Signer's Name and Title.

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

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## INVITATION TO BID OVERVIEW

### A. PURPOSE:

DeKalb County Government (the County) is soliciting bids for **ITB 22-101516 Asphaltic Concrete Pavement Repairs [Three (3) Year Multiyear Contract]** from responsible bidders.

### B. GENERAL INFORMATION:

#### 1. BID TIMETABLE:

The anticipated schedule for the bid process is as follows:

<b>Date Issued:</b>	<b>July 4, 2022</b>
<b>Mandatory DeKalb First LSBE Meeting:</b> (Bidders must attend 1 meeting on either of the dates listed.)	<b>July 6, 2022 or July 13, 2022</b> For attendance instructions utilize the following link: <a href="https://www.dekalbcountyga.gov/purchasing-contracting/general-information">https://www.dekalbcountyga.gov/purchasing-contracting/general-information</a> (Meetings are held at 10:00 a.m. and 2:00 p.m.)
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<b>Deadline for Submission of Questions:</b>	<b>5:00 P.M. ET, July 15, 2022</b>
<b>Bid Opening:</b>	<b><u>3:00 P.M. ET, August 15, 2022</u></b> via Zoom video conference: <a href="https://dekalbcountyga.zoom.us/j/2319398759">https://dekalbcountyga.zoom.us/j/2319398759</a>
<b>Price Schedule Opening:</b>	3 – 5 Business days after Bid Opening
<b>Bids Valid Until:</b>	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, 2<sup>nd</sup> Floor  
Decatur, Georgia 30030, not later than **3:00 P.M. ET, August 15, 2022.**

**\*\*\* 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.**

**\* Special Note: While the Maloof Administration Building remains closed to the public during the COVID-19 pandemic, the security desk will accept hand-delivered sealed bid packages on behalf of the Department of Purchasing & Contracting. The Bidder should request a bid package Receipt as verification that the bid package was submitted by the prescribed due date and time.**

2. CONTACT PERSON:

The contact person for this bid is **Michele L. Smith, 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 [mksmith1@dekalbcountyga.gov](mailto:mksmith1@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 ET on July 15, 2022.**

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, <https://www.dekalbcountyga.gov/purchasing-contracting/bids-itb-rfps>. Bidder should regularly check the County's website for addenda.

**[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]**

## 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](mailto: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](http://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 22-101516 Asphaltic Concrete Pavement Repairs [Three (3) Year 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. It is the intent of the County to award this ITB by line item; however, the County reserves the right to make an all-award, reject any and all bids, and to re-advertise, whichever is in the best interest of the 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 or goods will commence within **five (5) calendar days** upon request.

Bidder state agreement:                    Yes \_\_\_\_\_ No \_\_\_\_\_

Contact Person: \_\_\_\_\_

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

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

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

**All prices are to be firm, F.O.B. Destination, Freight Prepaid and Allowed. This shall include delivered, unloaded, and placed in designated place. Delivery must be made between 7:00 A.M. and 5:00 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:**

The bidder will state below or will furnish a separate letter attachment, which fully explains the conditions of Warranty and/or Guaranty. If no Warranty and/or Guaranty are applicable, it must be so stated. **NOTE: FAILURE TO RESPOND TO THE REQUIREMENTS OF THIS PARAGRAPH MAY RESULT IN THE BID BEING DEEMED NON-RESPONSIVE.**

\_\_\_\_\_  
\_\_\_\_\_

**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. CONTRACT PURCHASE AGREEMENT:

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 Notice to Proceed (“Commencement Date”) and fully complete the work within one thousand ninety-five (1,095) days from and including the 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 Price 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. Pricing 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, 2<sup>nd</sup> 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, 3<sup>rd</sup> 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:

**DeKalb County Department of Watershed Management**

ATTN: Dwayne T. White  
1580 Roadhaven Drive  
Stone Mountain, GA 30083  
Email: [dtwhite@dekalbcountyga.gov](mailto:dtwhite@dekalbcountyga.gov)

**Department of Public Works - Roads and Drainage Division**

ATTN: Peggy Allen  
727 Camp Road  
Decatur, GA 30032  
Email: [pvallen@dekalbcountyga.gov](mailto:pvallen@dekalbcountyga.gov)

**Department of Facilities Management**

ATTN: David Ford  
Department of Facilities Management  
4380 Memorial Drive  
Decatur, Georgia 30032  
Email: [daford@dekalbcountyga.gov](mailto:daford@dekalbcountyga.gov)

**Department of Recreation, Parks & Cultural Affairs**

ATTN: Paige K. Singer  
1950 West Exchange, 4th Floor  
Tucker, GA 30084  
Email: [pbsinger@dekalbcountyga.gov](mailto:pbsinger@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](http://www.dekalblsbe.info). Proof of payment to the LSBE Subcontractor must be uploaded and submitted. LSBE Subcontractors shall confirm receipt of payment from the Prime, electronically also, at [www.dekalblsbe.info](http://www.dekalblsbe.info).

c. Notices must be submitted to:

Chief Financial Officer  
 DeKalb County Department of Finance  
 1300 Commerce Drive, 6<sup>th</sup> 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 whose 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 Indemnatee against claims, actions, or expenses based upon or arising out of the County Indemnatee’s sole negligence. As between the County Indemnitees and the Contractor as the other party, the Contractor shall assume responsibility and liability for any damage, loss, or injury, including death, of any kind or nature whatever to person or property, resulting from any kind of claim made by Contractor’s employees, agents, vendors, Suppliers or Subcontractors caused by or resulting from the performance of Work under this Contract, or caused by or resulting from any error, omission, or the negligent or intentional act of the Contractor, vendors, Suppliers, or Subcontractors, or any of their officers, agents, servants, or employees. The Contractor shall defend, indemnify, and hold harmless the County Indemnitees from and against any and all claims, loss, damage, charge, or expense to which they or any of them may be put or subjected by reason of any such damage, loss, or injury. The Contractor expressly agrees to provide a full and complete defense against any claims brought or actions filed against the County Indemnitees, where such claim or action involves, in whole or in part, the subject of the indemnity contained in this Contract, whether such claims or actions are rightfully or wrongfully brought or filed. The County has the sole discretion to choose the counsel who will provide the defense. No provision of this Contract and nothing herein shall be construed as creating any individual or personal liability on the part of any elected official, officer, employee, agent or servant of the County, nor shall the Contract be construed as giving any rights or benefits hereunder to anyone other than the parties to this Contract. The parties’ obligations pursuant to this Section shall survive any acceptance of Work, or termination or expiration of this Contract.

#### **W. INSURANCE:**

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, 2<sup>nd</sup> 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, 2<sup>nd</sup> Floor  
 Decatur, Georgia 30030

**If to the Contractor:** Notices shall be sent to the contact information that is listed in the Bidder’s Response to the ITB.

**EE. GEORGIA OPEN RECORDS ACT:**

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

**FF. COOPERATIVE 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 \_\_\_

**[END OF GENERAL TERMS AND CONDITIONS]**

## MINIMUM SPECIFICATIONS

### A. GENERAL REQUIREMENTS:

#### 1. Resources:

The Contractor shall, at all times, employ sufficient labor and equipment for executing the work to full completion in the manner and time specified. The labor and equipment to be used in the work by the Contractor shall be sufficient to meet the requirements of the work and shall be such as to produce satisfactory work quality, in accordance with accepted industry practices and within the expected usual time.

#### 2. Storage:

Materials and equipment shall be so stored on the Project Site by the Contractor and handled as to ensure the preservation of their quality and fitness for the work. Stored materials and equipment to be incorporated in the work shall be located so as to facilitate prompt inspection. After equipment is no longer required for the work, it must be promptly removed from the Project Site. Protection of materials and equipment stored at the Project Site from weather, theft, damage, and all other adversity is the sole responsibility of the Contractor.

No product which has in any way become unfit for the intended purpose shall be incorporated in the work.

#### 3. Materials/Supplies:

Materials and supplies to be incorporated into the work shall be new and unused unless otherwise specified in the minimum specifications. Manufactured materials shall be applied, installed, cleaned, and conditioned as directed by manufacturer. The source of supply for all such products shall be submitted to the County with detailed descriptions thereof. If it is found that sources of supply, even though previously approved by the County, have not furnished products meeting the minimum specifications, the Contractor shall thereafter furnish products from other approved sources and shall remove completed work incorporating products which do not meet Contract requirements.

#### 4. Work Sites:

The Contractor shall confine operations at the site to areas permitted by law, ordinances, permits, and the County guidance and direction. The Contractor shall provide parking for all construction vehicles only within the construction limits as indicated by County directions, or make appropriate arrangements as permitted by law. Contractor shall ensure that the work, at all times, is performed in a manner that affords reasonable access, for vehicular, pedestrian, and emergency to the work site and all adjacent areas. Work must be performed, to the fullest extent reasonably possible, in such a manner that public areas adjacent to the work site must be free from debris, building materials, and equipment likely to cause hazardous conditions. The Contractor shall minimize any interference with occupancy or beneficial use of any areas or buildings adjacent to the work site. The Contractor and any entity for which the Contractor is responsible must not erect any signs on any work site without the prior written consent of the County.

5. **Testing:**

The inspection and testing of materials and finished articles shall be tested by bureaus, laboratories, or agencies approved by the County. The cost of such inspection and testing, when determined by the County, shall be paid by the Contractor. The Contractor shall furnish evidence promptly to avoid unreasonable delay in the work satisfactory to the County that the material has passed the required tests prior to incorporation in the work.

6. **Inspection of Work:**

The Contractor shall, at all times, permit and facilitate inspection of the work by authorized representatives of the County and public authorities having jurisdiction in connection with the work under this Contract. The presence or observations of the County or its representative at the work site shall not be construed to, in any manner, relieve the Contractor of this responsibility for strict compliance with this and the other provisions of this Contract.

7. **Written Quote for Work:**

Contractor shall furnish a written quote with itemized pricing for each repair that is assigned, based on the pricing schedule and after a physical inspection by the Contractor.

8. **Contractor Responsibilities:**

**Under no circumstances shall an employee of any Subcontractor serve as Project Superintendent at any Work Site.** The Contractor shall not assign the whole or any part of this Contract or any monies due or to become due hereunder without written consent of the County. Contractor shall be responsible for the safety, efficiency, and adequacy of his/her procedures, appliances, and methods, and for any damage which may result from their failure or their improper construction, maintenance, or operation.

9. **Work Guarantee:**

The Successful Contractor guarantees that work will be accomplished as set forth in the minimum specifications, and further shall guarantee to replace any imperfections or deteriorations which should not appear during normal attrition of the material. Such guarantee shall obtain for the period of one (1) year from the date of final acceptance of the work. In the event that the Contractor fails to make repairs, adjustments, or other remedies made necessary by such defects, the County may do so and charge the Contractor the cost hereby incurred.

10. **Required Qualification:**

The Successful Contractor is required to submit proof of valid Georgia Utility Contractor's License.

**B. SCOPE OF WORK:****1. Work may encompass, but not be limited to:**

- a. Miscellaneous paving
- b. Pothole patching
- c. Pavement removal
- d. Adding fill
- e. Stone base installation
- f. Rolling and compacting
- g. Moving of plates on and off work or return as required to expose the repaired area or protect the repaired area until cured and/or completed
- h. Application of tack and paving with a spreader
- i. Surface milling prior to paving
- j. Sub-grade for proper compaction and appropriate standards prior to actual repair of paving
- k. Furnish temporary and permanent striping and pavement markings
- l. Furnish any needed safety signs, traffic control and/or equipment during project
- m. Removal and disposal of unsuitable soils and replacement with compacted GAB

**2. Asphalt:**

When needed and directed by the County, work shall include:

- a. Re-surfacing of damaged paving shall consist of saw cutting to provide a straight repair edge and removing all broken asphalt to be paid for per lump sum price set and entered in the Price Schedule.
- b. Base installation (per details shown on plans), or re-compacting if not damaged.
- c. Binder course installation (along with prime coat), to bring the damaged paving up to grade with existing paving.
- d. The entire existing site of asphalt shall be resurfaced with asphaltic concrete surface "Type E" or other type equal to the existing asphalt.

**3. Codes and Standards:**

- a. The Contractor shall be responsible for complying with regulations of all local, state and federal agencies having jurisdiction over any portion of the work to be performed under this contract.
- b. Repair work can be on DOT, non-DOT, County and local roadways, and use of the appropriate and current GDOT, County or Local Specification is required for all repairs.
- c. The Contractor at a minimum shall meet or exceed the applicable requirements of the latest revision of the GDOT, EPA, and OSHA regulations.
- d. It is not the intent of this specification to restrict the Contractor's work. The Contractor shall be totally responsible for the work. These specifications are the minimum acceptable to the County.
- e. The Contractor shall adhere to all requirements of the latest edition of Department of Watershed Management Design Standards Manual.

**4. Contractor's Work Hours:**

- a. All normal work shall be performed during normal daylight hours. Any exceptions will require written approval of the Department prior to the work being undertaken.
- b. If work is required and approved after dark, the Contractor will be required to furnish safe, proper, and sufficient lighting arrangements.
- c. Work may be required on weekends to avoid interruptions of traffic on an emergency nature.

**5. Completion of Work:**

- a. All routine work is to be completed within fourteen (14) days of notification.
- b. Rain and weather delays will not be considered if seven (7) of the fourteen (14) days were available for paving.
- c. DOT work is to be completed within four (4) days of notification unless DOT approves an extension of time for completion.

**6. Reports:**

- a. Notification of activities planned, underway, and completed will be required as appropriate to keep the department informed for customer service aspects, pickup of plates, and inspection activities.
- b. Daily schedules shall be turned in to County representative by email or written notice on or before 7:45am on day of planned activity.
- c. Weekly completion reports will be turned in by 12:00pm Monday covering previous week's completed work totals.
- d. Week ahead plan to be turned in by Friday of preceding week. To include all planned activity for upcoming week.

**7. Supervision and Labor:**

- a. The Contractor shall provide a competent supervisor authorized to act on the behalf of the Contractor for all authorized repairs. The Contractor shall remove from the worksite any supervisor or employee whose work or conduct is not satisfactory to the County.
- b. The Contractor's supervisor shall be on the worksite at all times and in charge of the work on behalf of the Contractor.
- c. The Contractor shall enforce strict discipline and good order among the Contractor's employees. The Contractor shall exercise the necessary supervision and control to prevent Contractor's employees from violating any rules and regulations.

**8. Contractor Care and Control:**

- a. Upon commencement of work, the Contractor shall be fully responsible for the care and control of the work site until the work has been completed.
- b. During the period of Contractor's work, the Contractor shall protect the County property and secure the area from potential hazards.
- c. Contractor shall promptly notify and coordinate with the Department, (in advance when possible), to retrieve any plates used to protect the utility cut. Any plate moved to complete the work or left for pick-up must be in a safe location and not a traffic hazard.

**9. Safety:**

- a. The safety zone shall be sufficiently sized to prevent damage to others or existing facilities and structures. Upon completion of the work, Contractor shall remove the safety barriers from the work area.
- b. Any accidents, injuries, fires or other incidents of a serious nature shall be reported immediately to the Department and the County Risk Management Department.
- c. Care should be taken to protect any existing survey markers. If such markers are destroyed, it shall be the responsibility of the Contractor to have markers reestablished.



**10. Protection of the Environment:**

- a. The Contractor shall protect river, canals, and drainage ditches from chemical contamination, sediment run-off, construction debris, and other damages.
- b. If materials, equipment, or debris is sunk in a river, stream, canal or drainage ditch or pond, mark location to warn others, notify the Department, and promptly recover the object(s).
- c. Soil erosion and sedimentation control provisions, and maintenance in accordance with local, state, and federal requirements will be required.
- d. In case of a spill or release of any sort, the Contractor shall immediately notify the appropriate Emergency Response group and the Department. Contractor is responsible for any and all costs associated with the spill or release.

**11. Debris:**

- a. Contractor is responsible for proper disposal of all debris. Remove debris or unsalvageable material and properly dispose of them as rapidly as they accumulate. Do not permit debris resulting from demolition operations to accumulate on site.
- b. Contractor shall keep the work area clean at all times, and shall promptly remove waste material or rubbish to a proper disposal site. Do not dispose of debris in waterways, storm drains, or similar locations.

**12. Underground Utilities:**

- a. Call Georgia 811 at 1-800-282-7411 before you dig.
- b. Contractor is responsible for the appropriate location and marking of all utilities at the job site even though they may have been previously marked by others during the course of the repair.

**13. Emergency Basis Services:**

- a. The contractor shall be expected to provide emergency responses/ services when requested by the County. The contract may require emergency services that could be required at any time on an around-the clock, seven days a week basis.
- b. The contractor shall be prepared to respond to emergency calls on a 24-hour basis seven days per week.
- c. The contractor shall respond to the County within one (1) hour of the request and shall have representatives on specified location for such emergency requests within two (2) hours from the time of the initial on-call service request.
- d. The contractor shall provide DeKalb County with a live twenty- four (24) hour contact person's phone and e-mail capabilities.

**14. Transportation/Logo:**

- a. Successful Contractor shall provide vehicles for all personnel with the required company logo/ or representation of DeKalb County Watershed.

**15. Vendor's Performance:**

The Vendor's performance shall be measured based on the following:

- a. compliance with the scope of services
- b. meeting the agreed upon schedule dates
- c. execution of all services specified in this solicitation and its Scope of Work (SOW)

**C. MEASUREMENT AND PAYMENT RESTORATION:**

Methods of measurement and payment for items of work covered under the Price Schedule.

**1. Summary:**

- a. The total bid price shall cover all work required by the Contract Documents. All work shall meet the Latest DeKalb County Department of Watershed Management Design Standards Manual and Technical Specifications. All costs in connection with the proper and successful completion of the Work, including all materials, equipment, supplies; providing all equipment and tools; and performing all necessary labor and supervision to fully complete the Work, shall be included in the unit prices bid.
- b. All Work not specifically set forth as a pay item in the Price Schedule shall be considered subsidiary obligations of Contractor and all costs in connection therewith shall be included in the prices bid.
- c. All estimated quantities stipulated in the Price Schedule or other Contract Documents are approximate and are to be used only:
  - i. As a basis for estimating the probable cost of the Work.
  - ii. For the purpose of comparing the bids submitted for the Work.
- d. The basis of payment for work shall be in accordance with the unit price bid items in the Price Schedule and shall be full compensation for labor, materials, and equipment required to furnish and install the Work covered under the unit price bid item. Payment for work will be based on the Contractor's measurement, contingent on verification by The County's Representative.
- e. Payment will be made only for the actual quantities of work performed in compliance with the Specifications. The Contractor will be paid an amount equal to the approved quantity times the applicable unit price. Any unused balance of the unit price work shall revert to the County upon completion of the contract.
- f. Pay requests for work performed shall be itemized by bid item. The pay request should list each address, work order number, PO number, contract number, all associated item numbers, units, cost per, etc.
- g. Additional instructions and/or requirements may be provided by the County's Representative at the project Kick-off meeting.

**2. Unit Price Items:**

- a. Payment for Work shall be in accordance with the unit price bid items in the Price Schedule and shall be full compensation for labor, materials, and equipment required to furnish, install and complete the Work covered under the unit price bid item. Work for which there is no price, schedule item shall be considered incidental to the Work and no additional compensation shall be allowed.
- b. Payment shall be made only for the actual quantities of work performed in compliance with the specifications. The Contractor shall be paid an amount equal to the approved quantity times the applicable unit price.

**c. Pothole/Utility cut patching hand work:**

- i. Measurement and payment will be per Ton. Payment will include all materials, tools equipment, and labor to complete the work.
- ii. Work will include cost of saw cutting, removal, disposal of asphalt, concrete and/or unsuitable soils up to 12”.
- iii. Work will include installation of GAB compacted base and up to 8” Asphalt placed in required layers.
- iv. Work to be completed per GDOT, County and/or local specifications.
- v. Asphalt sizes to be determined before installation and based on type roadway, matching existing and per specifications.

**d. Pothole/Utility cut patching, utilizing spreader:**

- i. Measurement and payment will be per Ton. Payment will include all materials, tools equipment, and labor to complete the work.
- ii. Work will include cost of saw cutting, removal, disposal of asphalt, concrete and/or unsuitable soils up to 12”.
- iii. Work will include installation of GAB compacted base and up to 8” Asphalt placed in required layers.
- iv. Work to be completed per GDOT, County and/or local specifications.
- v. Asphalt sizes to be determined before installation and based on type roadway, matching existing and per specifications.

**e. Sub-Grade Work (GAB/Stone Backfill Deep Patching):**

- i. Measurement and payment will be per Cubic Yard. Payment will include all materials, tools equipment, and labor to complete the work.
- ii. Work will be in excess of items 1 and 2.
- iii. Work will include removal and disposal of all unsuitable soils and sub grade materials.
- iv. Work will include installation and compaction of GAB or approved soil.
- v. Work to be pre-approved by County Representative.

**f. Roadway Milling up to 6 inches depth:**

- i. Measurement and payment will be per Square Yard. Payment will include all materials, tools equipment, and labor to complete the work.
- ii. Work to include removal and disposal of asphalt and concrete up to 6” in depth.

**g. Roadway Milling > 6inches of depth (2-inch increments):**

- i. Measurement and payment will be per Square Yard. Payment will include all materials, tools equipment, and labor to complete the work.
- ii. Work to include milling work in excess of Item 4 to be measured in 2-inch increments.

**h. Solid Traffic Stripe White and Yellow 5-inch:**

- i. Measurement and payment will be per Linear Foot. Payment will include all materials, tools equipment, and labor to complete the work.
- ii. Work to include temporary and permanent striping.

**i. Skip Traffic Stripe White and Yellow 5-inch:**

Measurement and payment will be Linear Foot. Payment will include all materials, tools equipment, and labor to complete the work. Work to include temporary and permanent striping.

**j. Traffic Control GDOT and Arterial Roadways:**

- i. Measurement and payment will be per Day. Payment will include all materials, tools equipment, and labor to complete the work.
- ii. Work to include all signage, equipment and manpower designated by the MUTCD, GDOT or County representative to accommodate traffic flows on GDOT and Arterial roadways.
- iii. Work to include afterhours and weekend work as required by GDOT permit.
- iv. Work includes all design and field work required for permits TIRs etc.

**k. Traffic Calming Devices:**

- i. Measurement and payment will be per Square Foot. Payment will include all materials, tools equipment, and labor to complete the work.
- ii. Work to include installation and painting or striping.

**l. Thru 16 After Hours/Holidays Cost for (Items 1 Thru 7):**

- i. Measurement and payment will be same as Item No.
- ii. Payment will include all materials, tools equipment, and labor to complete the work.
- iii. Work will be performed Weekends, Holidays or Emergency Basis.
- iv. Work hours will be preapproved and required by County Representative.
- v. Work performed for the contractor's convenience will be at normal rates items 1-7.
- vi. Work not to be included with items 1 thru 7.
- vii. Work to include all lighting and additional equipment or manpower.

Note: All items are to include traffic control on County roads.

**3. Measurement of Quantities:**

Final payment quantities shall be determined from the record drawings. The As-Built drawings lengths, dimensions and quantities, shall be determined by a survey after completion of the required Work. The precision of final payment quantities shall match the precision shown for that item in the Price Schedule. Measurements shall be taken according to the United States standard measurements and in the manner as specified in these specifications.

**4. Method of Measurement:**

<u>Item</u>	<u>Measurement</u>
CY	Cubic Yard
LF	Linear Foot
SF	Square Foot
SY	Square Yard
TN	Ton
Day	Per Day

**D. NOTES TO BIDDER:**

**NOTE 1:** Prices entered should be inclusive of all charges associated with the services outlined within this solicitation.

**NOTE 2:** DeKalb County observed holidays are as follows:

- JANUARY 1 ..... NEW YEAR’S DAY
- THIRD MONDAY IN JANUARY ..... M. L. KING’S BIRTHDAY
- THIRD MONDAY IN FEBRUARY ..... PRESIDENT’S DAY
- LAST MONDAY IN MAY ..... MEMORIAL DAY
- JUNETEENTH.....JUNE 19th
- JULY 4 ..... INDEPENDENCE DAY
- 1ST MONDAY IN SEPTEMBER ..... LABOR DAY
- NOVEMBER 11 ..... VETERAN’S DAY
- 4TH THURSDAY IN NOVEMBER ..... THANKSGIVING DAY
- 4TH FRIDAY IN NOVEMBER ..... DAY FOLLOWING THANKSGIVING
- DECEMBER 25 ..... CHRISTMAS DAY

**Whenever a legal holiday occurs on Saturday, the previous Friday will be observed.  
Whenever a legal holiday occurs on Sunday, the Monday following will be observed.**

**NOTE 3:** Glossary:

- DOT = Department of Transportation
- GDOT = Georgia Department of Transportation
- EPA = Environmental Protection Agency
- OSHA = Occupational Safety and Health Administration

**(END OF MINIMUM SPECIFICATIONS)**

# DRAWINGS

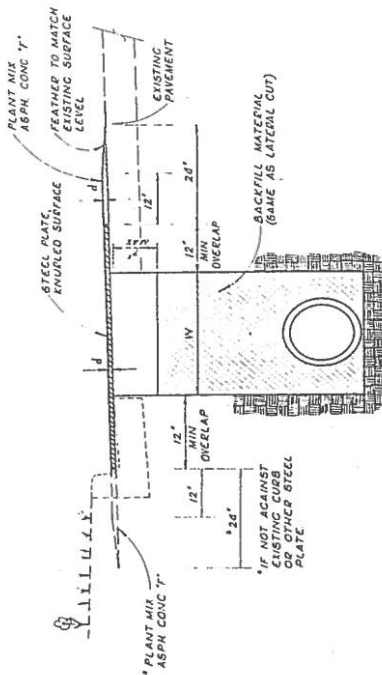
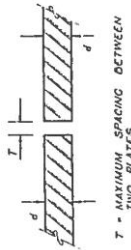
(DRAWING 1 of 7)

805

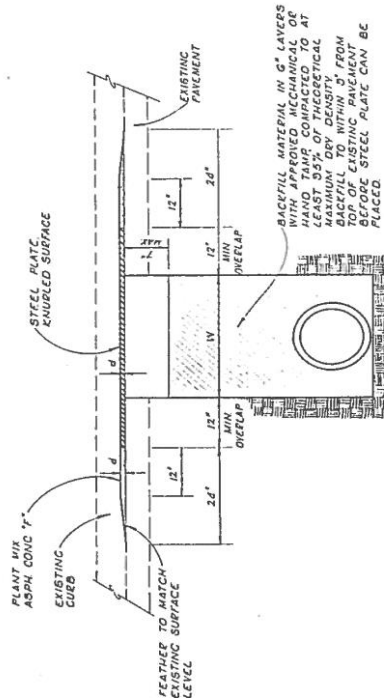
NOTES:

1. ALL STEEL PLATE SHALL MEET ASTM STRUCTURAL STEEL SPECIFICATIONS, HAVING "A36" DESIGNATION WITH MINIMUM YIELD STRESS OF 36 KSI.
2. PLANT MIX ASPHALTIC CONCRETE "T" SHALL BE PLACED TO THE SURFACE OF THE PLATE. NO SPILING ON THE DRAINAGE NO SPILE IS ALLOWED ON ANY PART OF THE STREET. ALL SIDES OF PLATE MUST BE SECURED.
3. TRENCH MUST BE BACKFILLED TO WITHIN NINE (9) INCHES OF EXISTING PAVEMENT PRIOR TO PLACING THE STEEL PLATE.
4. NO PLATE IS ALLOWED OVER A TRENCH HAVING A WIDTH (W) OVER 40 INCHES WHEN THE WIDTH IS OVER 40 INCHES, THE ENTIRE LANE(S), WITHIN THE TRENCH, SHALL BE CLOSED. ALL THE NECESSARY WARNING SIGNS, BARRICADES, AND LIGHTS SHALL BE ADEQUATELY PROVIDED AT NO COST TO THE COUNTY AND SHALL BE PLACED FOR THE SAFETY OF THE PUBLIC BEFORE CLOSING A TRENCH. NO WORKING SHALL BE PERMITTED ON ROADS, AND DRAINAGE DEPARTMENT MUST BE NOTIFIED AT LEAST 24 HOURS IN ADVANCE.
5. THE WIDTH (W) OF A TRENCH IS MEASURED NORMAL TO THE LENGTH OF THE TRENCH. THE DETERMINING FACTOR FOR W, FOR A SERIES OF STEEL PLATES ON ANY ONE CONTINUOUS TRENCH, ALL PLATES MUST HAVE THE SAME THICKNESS.
6. TOP SURFACE OF STEEL PLATE MUST BE ENURED UPON THE COMPLETION OF WORK. EXISTING SURFACE SHALL BE CLEANED AND PAVEMENT BE RESTORED AS REQUIRED BY DEKALB COUNTY STANDARD DRAWING NO 603 OF 600.
7. TRENCH MUST BE FULLY COVERED. A MINIMUM OF TWELVE (12) INCHES OVERLAP IS REQUIRED ALL AROUND TRENCH.

W	D	MIN EACH PLATE SIZE	T
12" OR LESS	40"	3' x 3'	1/16"
13" TO 24"	70"	3'1/2" x 3'	1/16"
25" TO 40"	110"	4'1" x 3'	1/8"
OVER 40"	SEE NOTE (4)	N/A	N/A



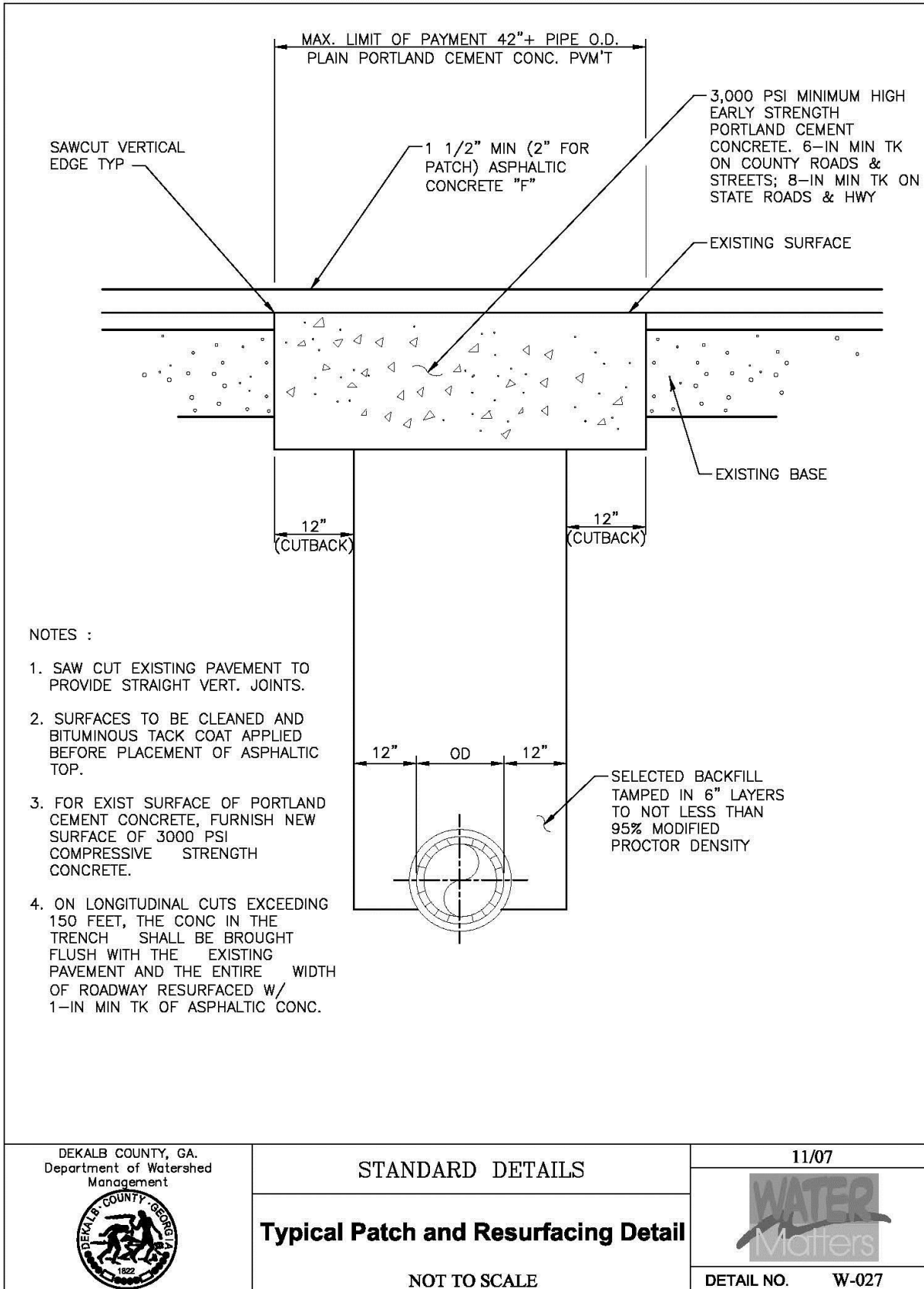
LONGITUDINAL CUT



LATERAL CUT

REVISIONS	ROADS & DRAINAGE DEPT. DEKALB COUNTY, GEORGIA
DATE BY	STANDARD FOR TEMPORARY STEEL PLATE OVER PAVEMENT CUT
	DWG. NO. 603 SHEET J OF J SHEETS
	DRAWN BY: J.P.
	CHECKED BY: E.
	SCALE: 3/4" = 1'-0"
	DATE: _____ DIRECTOR: _____

(DRAWING 2 of 7)

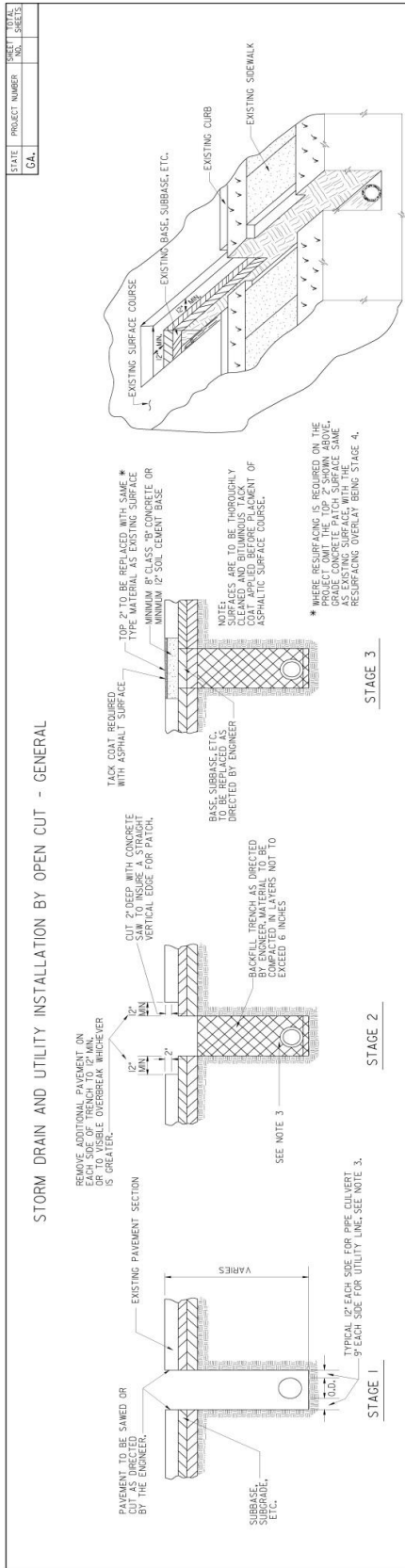


H:\Atlanta Workshare\DeKalb County - W\_WW Stds\4.0 Project Engineering\4.1 CAD Design\Detail\STD-Details\13.00\_CAD\Water\_Standard\_Detail\027 Typical Patch and Resurfacing Detail.dwg, Layout1, 12/18/2007 10:40:48 AM, eol

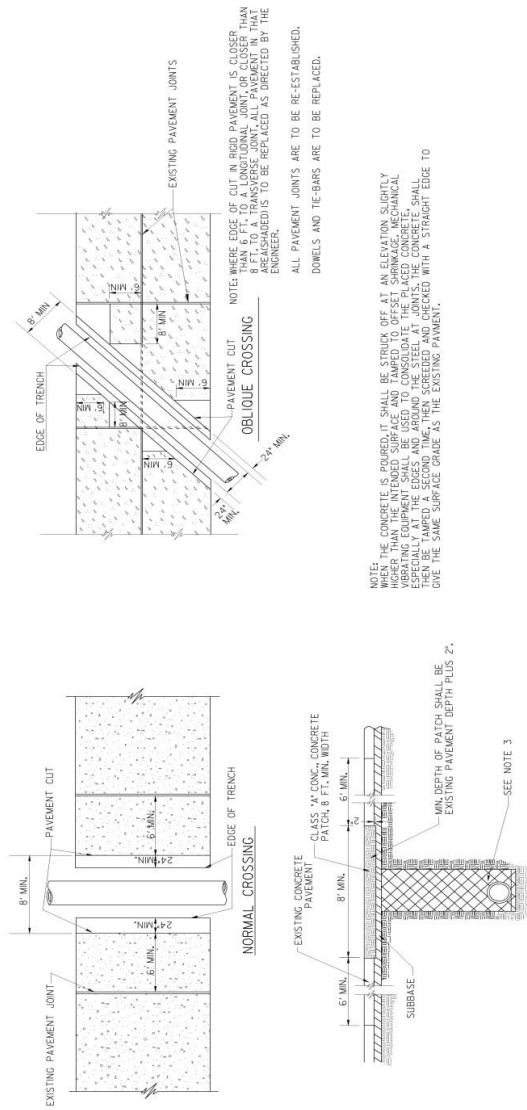


(DRAWING 3 of 7)

STORM DRAIN AND UTILITY INSTALLATION BY OPEN CUT - GENERAL



STORM DRAIN AND UTILITY INSTALLATION BY OPEN CUT ACROSS P.C. CONCRETE PAVING



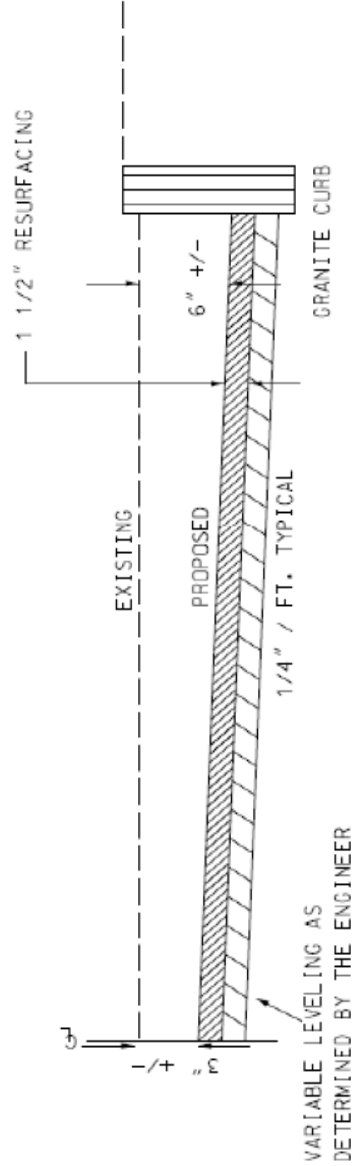
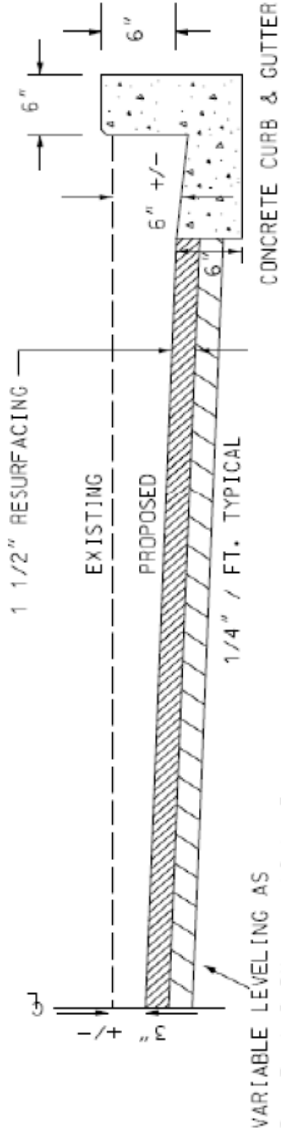
- GENERAL NOTES
1. SPECIFICATIONS: GEORGIA STANDARD, CURRENT EDITION & SUPPLEMENTS THERE TO.
  2. OTHER PAVEMENT REPLENISHMENT MATERIALS SUCH AS HIGH EARLY STRENGTH CONCRETE, MAY BE SUBSTITUTED FOR MATERIALS SHOWN WHEN CALLED FOR IN THE PLANS OR BY THE ENGINEER.
  3. CUTTING AND REMOVING EXISTING PAVEMENT AND REPLACING THE PAVEMENT AS SPECIFIED. PAVEMENT FOR PIPE OR UTILITY INCLUDES THE PAVEMENT OR WHERE OTHER MATERIALS SUCH AS HIGH EARLY STRENGTH CONCRETE ARE USED FOR PIPE CULVERT OR UTILITY INSTALLATION SHALL INCLUDE REPLACING IN KIND ANY PORTIONS OF SIDEWALK, CURB & GUTTER, MEDIAN PAVING, DRIVEWAYS, ETC., WHICH ARE DISTURBED DUE TO THE INSTALLATION.
  4. TRENCH DETAIL SHOWN IS GENERAL. SEE STANDARD (303) FOR DETAILS FOR UTILITY INSTALLATION REQUIREMENTS. SEE THE UTILITIES MANUAL AFTER REMOVING EXISTING PAVEMENT THE SURFACE AND VERTICAL FACE OF EXISTING PAVING SHALL BE DAMPED (BUT NOT WET), ADDITIONALLY, THE VERTICAL FACE OF THE EXISTING PAVEMENT SHALL BE PAINTED WITH A SOLUTION OF PAINT. THE CONCRETE MIX SHALL THEN BE POURED BEFORE THIS SURFACE DRIES OUT. AFTER CONCRETE IS POURED, IT SHALL BE WORKED COMPACTED AND INTO ALL ROUGH SURFACES OF THE EXISTING PAVEMENT.
  5. WHERE PIPE IS REMOVED, BUT NOT REPLACED, PAVEMENT FOR PIPE REMOVAL INCLUDES ALL ITEMS DESCRIBED IN GENERAL NOTE 2, WITH ALL OTHER NOTES AND DETAILS ALSO BEING APPLICABLE.

NOTE: THIS STANDARD IS FOR USE WHERE PERMANENT PAVEMENT PATCHING IS REQUIRED. TEMPORARY PATCHING, IF REQUIRED, SHALL BE ACCORDING TO OTHER DETAILS, SPECIFICATIONS, AND/OR AS DIRECTED BY THE ENGINEER.

DEPARTMENT OF TRANSPORTATION	
STATE OF GEORGIA	
STANDARD	
PAVEMENT PATCHING DETAILS (STORM DRAIN OR UTILITY INSTALLATIONS BY OPEN CUT ACROSS EXISTING PAVEMENT)	
NO. SCALE	REV. & REDR. AUG. 1999
BY	DESIGNED BY
CHECKED BY	CHECKED BY
APPROVED BY	APPROVED BY
DATE	NUMBER
	1401

(DRAWING 4 of 7)

TYPICAL MILLING SECTION



NOTE: THE MILLING DEPTHS ARE SHOWN ON THE SUMMARY OF QUANTITIES OR WILL BE DETERMINED BY THE ENGINEER

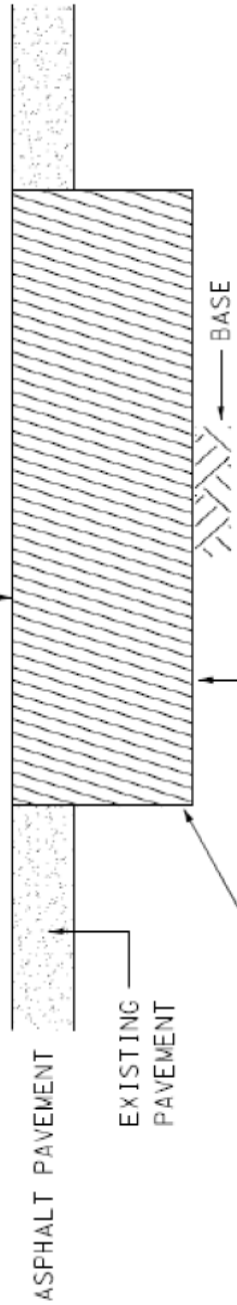
DS-1

DEPT OF ROADS & DRAINAGE AND DEVELOPMENT DEKALB COUNTY, GEORGIA CONSTRUCTION & DESIGN STANDARDS	
TYPICAL LEVELING SECTION DWG NO.	SHEET OF
DRAWN BY: RICHARD HODDER	APPD. DATE
CDD BY: RH	DIRECTOR

(DRAWING 5 of 7)

# TYPICAL PATCHING SECTION

FULL EXISTING DEPTH (SEE SUMMARY OF QUANTITIES FOR DEPTHS) OR AS DIRECTED BY ENGINEER



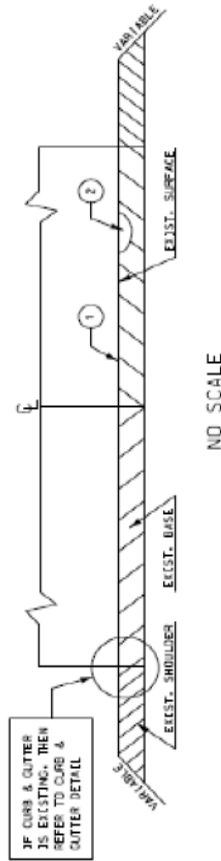
PATCHING SHALL BE ACHIEVED WITH "E" MIX (9.5mm) OR BINDER (19mm) IN COMPACTED 2" LIFTS AS DIRECTED BY ENGINEER. ALL PATCHES SHALL BE A MINIMUM TWO INCHES IN DEPTH. PATCH OUT PAVEMENT AREAS MARKED OUT BY THE ENGINEER.

DEPT OF ROADS & DRAINAGE AND DEVELOPMENT DEKALB COUNTY, GEORGIA CONSTRUCTION & DESIGN STANDARDS	
TYPICAL PATCHING SECTION DWC NO. _____	SHEET OF _____
DRAWN BY: RICHARD HOFFER	APPRO. DATE
CKD BY: RH	_____ DIRECTOR

DS-2

(DRAWING 6 of 7)

TYPICAL RESURFACING SECTION



REQ'D ① 165 LBS PER SQ. YD. ASPH. CONC. "F" MIX (9.5mm) SUPERPAVE, TYPE II, BLEND 1, INCL. BITUMIN & H LIME, AS DIRECTED BY ENGINEER

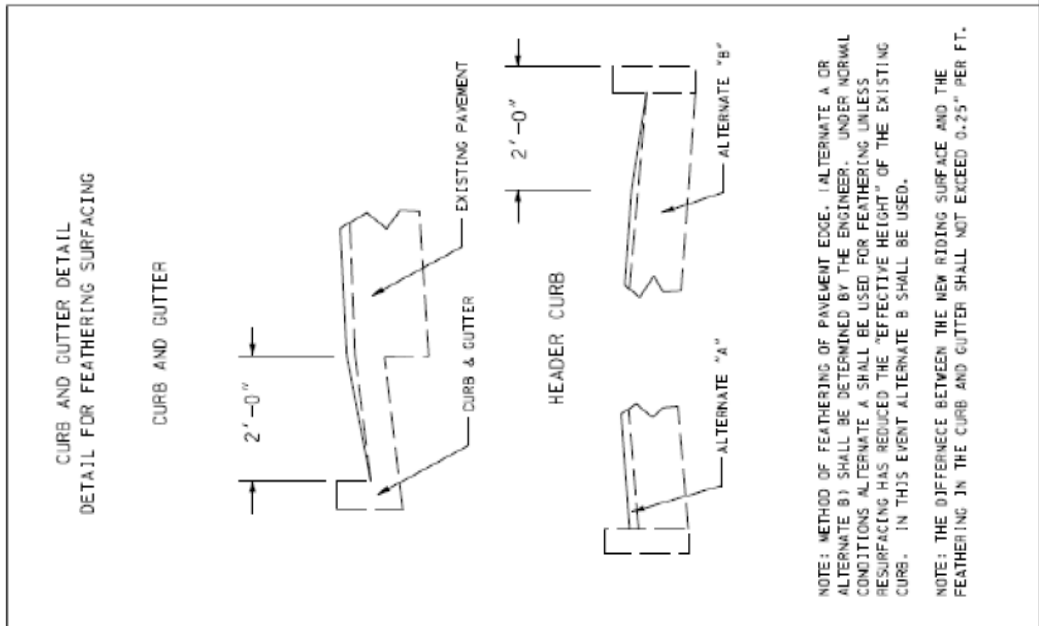
REQ'D ② ASPHALTIC CONCRETE LEVELING TO BE PLACED AS DIRECTED BY ENGINEER.

NOTE: THE LOCAL GOVERNMENT WILL CERTIFY ALL NECESSARY R/W REMOVE OR ADJUST ALL UTILITIES AND DO THE NECESSARY PATCHING AS DIRECTED BY THE ENGINEER  
NOTE: AT NO COST TO THE DEPARTMENT OF TRANSPORTATION.

NOTE: SAND ASPHALT WILL NOT BE ALLOWED FOR LEVELING.

PAVING OF TURNOUTS AND SIDEROADS AND DRIVES WILL BE A MINIMUM OF 3 FEET ADDITIONAL WIDTH MAY BE NECESSARY TO PROVIDE A SMOOTH, SAFE AND WELL DEFINED TRANSITION TO AND FROM PUBLIC ROADS AND DRIVEWAYS.

THIS TYPICAL SECTION APPLIES TO

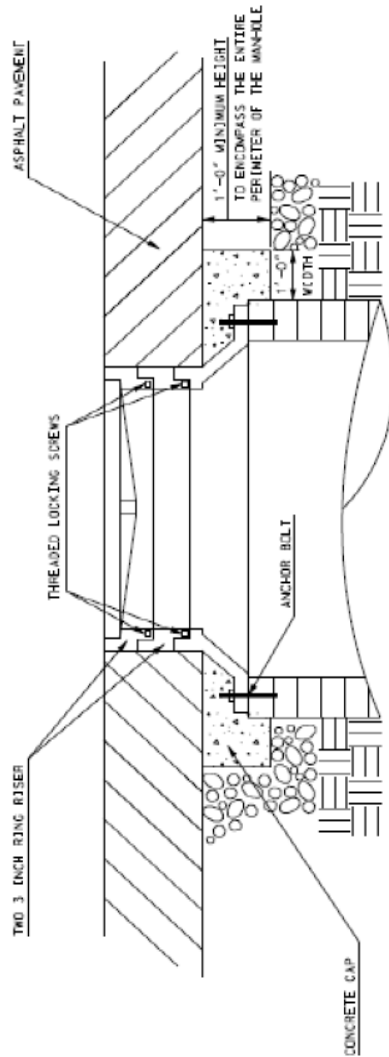


DS-3

DEPT OF ROADS & DRAINAGE AND DEVELOPMENT		APPD. DATE	
DEKALB COUNTY, GEORGIA		RECHARD HOFFER	
CONSTRUCTION & DESIGN STANDARDS		DIR	
TYPICAL RESURFACING SECTION		SHEET OF	
DWG NO.		DIR	

(DRAWING 7 of 7)

TYPICAL MANHOLE ADJUSTMENT DIAGRAM SECTION



CASE IV: DIAGRAM OF "APPROVED MANHOLE METHOD"  
 REQUIRE FOR ANY NEW INSTALLATION OR WHEN EXISTING  
 MANHOLES MUST BE LOWERED & RAISED

DETAIL DS-4  
 NOT TO SCALE

DEPT OF ROADS & DRAINAGE AND DEVELOPMENT DEKALB COUNTY, GEORGIA CONSTRUCTION & DESIGN STANDARDS	
TYPICAL MANHOLE	
DWG NO.	SHEET OF
DRAWN BY: RECHARD HOFFER	APPR. DATE
CHK BY: RH	DIRECTOR

DS-4

**\*\*\* 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

(Page 1 of 2)

ITEM NO.	ITEM DESCRIPTION	ANNUAL ESTIMATED NUMBER OF UNITS	UNIT OF MEASURE	UNIT PRICE	TOTAL AMOUNT
1.	Pothole/Utility cut patching hand work.	5,000	TN	\$ _____	\$ _____
2.	Pothole/Utility cut patching, utilizing spreader.	10,000	TN	\$ _____	\$ _____
3.	Sub-Grade Work (GAB/Stone Backfill) Deep Patching	40,000	CY	\$ _____	\$ _____
4.	Roadway Milling up to 6 inches Depth	50,000	SY	\$ _____	\$ _____
5.	Roadway Milling > 6 inches Depth (2 inch increments)	5,000	SY	\$ _____	\$ _____
6.	Solid Traffic Stripe White and Yellow 5 inch	5,000	LF	\$ _____	\$ _____
7.	Skip Traffic Stripe White and Yellow 5 inch	2,500	LF	\$ _____	\$ _____
8.	Traffic Control GDOT and Arterial Roadways	50	Day	\$ _____	\$ _____
9.	Traffic Calming Devices	2,500	SF	\$ _____	\$ _____
10.	After Hours – Pothole/Utility Cut Patching Hand Work	1,000	TN	\$ _____	\$ _____
11.	After Hours – Pothole/Utility Cut Patching Utilizing Spreader	1,000	TN	\$ _____	\$ _____

## PRICE SCHEDULE

(Page 2 of 2)

ITEM NO.	ITEM DESCRIPTION	ANNUAL ESTIMATED NUMBER OF UNITS	UNIT OF MEASURE	UNIT PRICE	TOTAL AMOUNT
12.	After Hours – Sub-Grade Work (GAB/Stone Backfill) Deep Patching	2,500	CY	\$ _____	\$ _____
13.	After Hours – Roadway Milling up to 6 inches Depth	3,000	SY	\$ _____	\$ _____
14.	After Hours – Roadway Milling > 6 inches Depth (2- inch increments)	3,000	SY	\$ _____	\$ _____
15.	After Hours – Solid Traffic Stripe White and Yellow 5 inch	1,000	LF	\$ _____	\$ _____
16.	After Hours – Skip Traffic Stripe White and Yellow 5 inch	1,000	LF	\$ _____	\$ _____
<b>TOTAL ANNUAL COST</b>					\$ _____

**(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) \_\_\_\_\_(Initial) days from and including the actual bid opening date.
  - Bidder acknowledges that bid meets or exceeds Technical Specifications. \_\_\_\_\_(Initial)  
Any deviation from Technical 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:

<b>Bid Page No.</b>	<b>Title</b>	<b>Check This Box If Included With Bid</b>
1-37	ITB Document, including completion of the following: General Terms and Conditions, Sections: C. Delivery (P. 9); E. Foreign Products (P. 9); G. Warranty and/or Guaranty (P. 10); and FF. Cooperative Procurement (P. 20)	
38-39	<u>Price Schedule submitted in a Separate, Sealed Envelope and clearly labeled as "Price Schedule" *</u>	
40	Bid Acknowledgement Form*	
41	Required Documents Checklist	
42	Contractor Reference and Release Form*	
43	Subcontractor Reference and Release Form, if applicable**	
45	Contractor Affidavit*	
46	Subcontractor Affidavit, if applicable**	
47-55	LSBE - Exhibits 1 and 2 of Attachment G*	
56	First Source Jobs Acknowledgement Form*	
57	New Employee Tracking Form*	
-	A copy of current, valid Business License	
-	Submit Proof of Valid Georgia Utility Contractor's 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:<sup>1</sup>
  - 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](http://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.

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<sup>1</sup> 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

\_\_\_\_\_  
Company Name and 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

\_\_\_\_\_  
Company Name 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: **ITB 22-101516**

TITLE OF UNIT OF WORK: **ASPHALTIC CONCRETE PAVEMENT REPAIRS [Three (3) Year 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 <b>MANDATORY LSBE Meeting</b> 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):

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**EXHIBIT 1, CONT'D**

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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](mailto:DeKalbFirstLSBE@dekalbcountyga.gov).

**EXHIBIT 1, CONT'D****DEKALB FIRST LOCAL SMALL BUSINESS ENTERPRISE SCHEDULE OF PARTICIPATION  
OPPORTUNITY TRACKING FORM****Bidder/Proposer Statement of Compliance**

Bidder(s)/Proposer(s) hereby state that they have read and understand the requirements and conditions as set forth in the objectives and that reasonable effort were made to support the County in providing the maximum practicable opportunity for the utilization of LSBEs consistent with the efficient and economical performance of this contract. The Bidder and any subcontractors shall file compliance reports at reasonable times and intervals with the County in the form and to the extent prescribed by the Director of DeKalb County Purchasing and 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, CONT'D**

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:** 22-101516

**Project Name:** ASPHALTIC CONCRETE PAVEMENT REPAIRS

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](mailto:fkadkins@dekalbcountyga.gov).**

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





**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 [fkadkins@dekalbcountyga.gov](mailto:fkadkins@dekalbcountyga.gov).

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**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: [fkadkins@dekalbcountyga.gov](mailto:fkadkins@dekalbcountyga.gov)

DO NOT WRITE BELOW THIS LINE - TO BE COMPLETED BY WORKSOURCE DEKALB ONLY	
SYSTEM TYPE:	<input type="checkbox"/> First Source <input type="checkbox"/> Direct Hire <input type="checkbox"/> Work Experience (WEX)
ENTRY DATE:	_____
ASSIGNED TO:	_____ DATE: _____

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

**FIRST SOURCE JOBS ORDINANCE INFORMATION**  
**EXHIBIT 4**

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

**Contract Number:** \_\_\_\_\_

**Project Name:** \_\_\_\_\_

**Contractor:** \_\_\_\_\_ **Date:** \_\_\_\_\_

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

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