



**DeKalb County
Department of Purchasing and Contracting**

JUNE 15, 2020

REQUEST FOR PROPOSALS (RFP) NO. 20-500544

FOR

**ON CALL ENGINEERING SERVICES
(MULTIYEAR CONTRACT)**

Procurement Agent: Mary J. Eady
Phone: 404-371-2614
Email: meady@dekalbcountyga.gov

Mandatory DeKalb First LSBE June 17, 2020 & June 24, 2020
Meeting: (Meetings are held at 10:00 a.m. and 2:00 p.m.)
(Bidders must attend 1 meeting on Video Conference: Utilize the link supplied on our
either of the dates listed.) webpage labeled “DeKalb First LSBE Video Meeting”
Pre-Proposal Conference: June 22, 2020, 10:00 A.M. ET
Via Zoom Video Conference:
<https://dekalbcountga.zoom.us>

Deadline for Submission of Questions: 5:00 P.M. ET, June 25, 2020
Deadline for Receipt of Proposals: 3:00 P.M. ET, July 27, 2020

THE RESPONSIBILITY FOR SUBMITTING A RESPONSE TO THIS RFP 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 RESPONDER.

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

June 15, 2020

REQUEST FOR PROPOSAL

RFP No. 20-500544

FOR

ON-CALL ENGINEERING SERVICES

DEKALB COUNTY, GEORGIA

DeKalb County Government (the County) requests qualified individuals and firms to submit proposals to provide Engineering Services as required by the County. The County plans to engage the successful Proposer(s) to provide the appropriate technical, professional, and administrative staff, equipment, and systems to fully comply with the Capital Improvement Program (CIP) and Consent Decree Program (CD) requirements.

I. INTRODUCTION

The DeKalb County Department of Watershed Management (DWM) Engineering Division is soliciting proposals from qualified consultants to provide on-call/as needed engineering services to support the Department's Engineering Staff.

This RFP may result in the creation of a pool of consultant firms for the following engineering disciplines as regulated by the Georgia Board of Professional Engineers and Land Surveyors; civil, structural, electrical, mechanical, geotechnical, instrumentation and control systems, and land surveyor.

Teaming with other Consultants and having sub-consultants is permitted as part of the proposal. The "Team" and the role of each member must be clearly identified in the proposal. Local Small Business Enterprise (LSBE) requirements are covered under a separate section and every proposal must meet those requirements. In no event will the County be liable for any costs incurred by any Proposer or any other party in developing or submitting a PROPOSAL.

A. PURPOSE

DeKalb County Government (the County) invites the submittal of proposals to provide on-call professional engineering services. The anticipated work includes general engineering studies, design, land surveying, construction administration, and related services for water and wastewater projects under the County's Capital Improvement Program (CIP) and consent decree (CD) projects. This Request for Proposal (RFP) outlines the requirements to be evaluated for performance of design work on county CIP and CD projects on an as-needed basis. No minimum or maximum amount or type of work is guaranteed under these contracts. Work will be requested and procured "as-needed" under these contracts via a written task order/work authorization.

B. BACKGROUND

The Department of Watershed Management (DWM) is the primary provider of water and wastewater services in DeKalb County, Georgia. DWM serves a population of almost 700,000 residents, making it among the largest water/wastewater utilities in the State of Georgia and the southeastern region of the United States.

On December 20, 2011, the County reached a Clean Water Act settlement with the United States Environmental Protection Agency (EPA) and the Georgia Environmental Protection Division (GEPA) in the form of a Consent Decree (CD). The CD requires the County to develop and implement effective capacity, management, operations, and management (CMOM) programs for its wastewater collection system, including a continuing sewer assessment and rehabilitation program.

Projects will be done as a series of task orders. It is the intent of the County to select multiple consultants and develop general contracts for on-call engineering with the consultants. Specific task orders will be developed with individual consultants based on expertise and performance by the consultant.

The County encourages firms and consultant teams with expertise in one or more specific disciplines to submit a proposal to this RFP. It is not necessary to provide all services described in the Scope of Work as the County may select firms based on a specific area of expertise.

C. REQUIRED DOCUMENTS

The following Required Documents Checklist includes a list of attachments which must be completed and returned with Responder's technical proposal:

Required Documents Checklist	Attachment
Rate Proposal Form (1 copy, separate & sealed)	B
Proposal Cover Sheet	C
Contractor Reference and Release Form	D
Subcontractor Reference and Release Form (make additional copies as needed)	E
Responder Affidavit of Compliance with O.C.G.A. § 13-10-91	F
Sub-responder Affidavit of Compliance with O.C.G.A. § 13-10-91	G
Local Small Business Enterprise Ordinance (LSBE) w/ Exhibits 1-2	H
First Source Jobs Ordinance (with Exhibits 1-2 only)	I
Certificate of Corporate Responder or Certificate of Authority-Joint Venture	J
Required Professional Licenses	-----
Required Resumes	
Audited Financial Statements or Alternative (Balance sheet, Income Statements, and Cash Flow Statement)	-----
Exceptions to the Scope of Work and Sample County Agreement for Professional Services, if any	-----

NOTE: *Failure to complete and submit these mandatory forms with the technical proposal, will result in the responder being deemed non-responsive. Subcontractor forms are to be completed if a subcontractor will be utilized to fulfill the requirements of this contract. Failure to submit these forms, if applicable, will result in the responder’s proposal being deemed non-responsive.*

D. TERM OF AGREEMENT

The services required for this RFP shall commence within 10 calendar days after acknowledgement of receipt of a written Notice to Proceed (NTP) and shall be completed within 1460 days. Any additional time that may be required must be approved in writing by the County. No additional remuneration will be allowed for an extension of time other than approved contract extensions.

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

II. PROPOSAL FORMAT

Responders are required to submit their proposals in the following format:

A. Rate Proposal Form

1. The rate proposal form must be submitted in a separate, sealed envelope with the responder’s name and “Rate Proposal for Request for Proposals No. 20-500544 On Call Engineering Services” on the outside of the envelope.

2. The sealed envelope containing the rate proposal is requested to be included in the sealed package containing the technical proposal.
3. **DO NOT INCLUDE FEES OR COSTS IN ANY AREA OUTSIDE OF THIS RATE PROPOSAL.** Including fees in any area outside of the Rate Proposal's separate, sealed envelope shall result in Responder's proposal being deemed non-responsive.
4. Responders are required to submit their rates on Attachment B, *Rate Proposal Form* to this RFP. Provide a Professional Services Rate Form; state firm fixed hourly rates without any level of effort for each title, including all costs, direct and indirect, administrative costs, labor, overhead, profit and all things necessary for the successful execution of Engineering Services for the time of the Contract. No annual escalation rate will be allowed to the rates provided. Other Direct Costs (ODCs) will not be paid by the County. Any expected ODCs must be included in the hourly rates provided in the Rate Proposal. Responder shall not alter the rate proposal form.

The billing rates will be negotiated with firm(s) recommended for award of contract(s).

B. Technical Proposal

DO NOT INCLUDE ANY COSTS OF ANY KIND IN THE TECHNICAL PROPOSAL.

1. **Submittals** - Technical Proposals must be submitted in a sealed envelope(s) or box(es) with the responder's name and "Request for Proposals No. 20-500544 On Call Engineering Services" on the outside of each envelope or box.

The Technical Proposal shall include responses to all the information requested in this RFP, except the information specifically required for the Rate Proposal Form. The Technical response submittal shall include one (1) stamped original and five (5) copies.

Each Proposer assumes full responsibility for timely delivery of its PROPOSAL at the required location. Any PROPOSAL received after the submittal deadline shall be deemed nonresponsive and returned.

2. **Format** – The Technical Proposal shall be prepared using 12-point size and inserted in a standard three-hole punch notebook. The Technical Proposal shall be prepared on standard 8-1/2" x 11" letter size paper on 50 single sided sheets or 25 double sided sheets for a total not to exceed 50 pages. Ledger-sized (11" x 17") paper is allowed for purposes of organizational charts, experience matrices, etc. and are not included within the page limits. Brevity and specificity are encouraged. Concise presentation of pertinent information and organization of the submittal is imperative. The County prefers a well-planned, straightforward business presentation with brief explanations.
3. **Contents** - The Technical Proposal shall be organized as follows, with a total page limit of 50 pages, excluding the Rate Proposal Form, appendices, section tabs, front and back covers, and

table of contents:

- a. Letter of Transmittal
- b. Firm Qualifications and Experience
- c. Project Organization, Personnel, and Staffing
- d. Project Management
- e. Experience and Qualifications of Proposer's Staff
- f. Financial Summary
- g. Appendices - Required Forms and Documents

Responder shall complete Attachment C, Proposal Cover Sheet, and include this as the first page of the technical proposal (not included in the page limit).

4. Letter of Transmittal

Letter transmitting the Proposal – provide a narrative which introduces the firm and team. The narrative should highlight the special strengths of the firm to perform the work requested in the RFP. The letter should be signed by an authorized principal of the proposing consulting firm or the managing member within a teaming arrangement (partnership or joint venture). At minimum the transmittal should provide the following: address, telephone number, and email address of one (1) individual to whom all correspondence regarding the proposal will be directed. Also, provide a straightforward, complete and concise description of the consultant's capabilities to satisfy the requirements outlined in this RFP.

Be sure to also include:

- a. Firm Name
- b. Address
- c. Contact Name
- d. A clear and concise response as to why the County should select your firm for this project.
- e. Statement that, if selected, Proposer shall negotiate in good faith with the County.

5. Firm Qualifications and Experience

Provide a narrative describing the firm's qualifications to perform the project work, including:

- a. Professional Capabilities;
- b. Project Mix and/or Client Mix;
- c. Litigation brought by or against the firm in any U.S. jurisdiction in the last five years.
 - i. Provide information regarding causes of action and current status of final resolution as applicable; and
- d. Provide information regarding any changes or trends in terms A-D over the last five years (e.g. company acquisitions, organization size, etc.).

Provide a narrative describing your firm's experience in providing relevant engineering services for water and wastewater consent decree and CIP programs of a similar nature or other relevant public works programs.

Provide past relevant experience and at least three client references. List references for projects

in which your firm provided services of a similar nature as requested under this RFP. Provide scope of work, total compensation paid, and terms of contract.

- a. Be sure to provide the following:
 - i. Project name and description;
 - ii. Firm's scope of work or role on the project;
 - iii. Client name and address; and
 - iv. Client contact information (Contact person's full name, title and telephone number).

Proposers are advised that it is a proposer's obligation to determine whether any conflicts of interest exist for their team members and the extent to which those conflicts need to be resolved or disclosed prior to engaging in business with the County.

6. Project Organization, Personnel, and Staffing

Provide the qualifications and experience for the following positions, personnel, and staff. Be sure to place particular emphasis on each individual's experience in providing engineering services for consent decree and CIP programs of a similar nature or other relevant public works programs:

- a. Principal in Charge;
- b. Project Manager;
- c. Key technical personnel; and
- d. Staffing level and Organizational chart
 - i. Include names, titles, licenses, certificates, fields of expertise, and relevant experience for all proposed personnel and staff.
 - ii. Services proposed to be provided.
 - iii. Sub-consultants required to perform proposed services.
 - iv. Team organization, including project role and/or function chart.
 - v. Total relevant human resource availability throughout agreement term (anticipated to be at least three years), particularly for the project manager and key personnel.
 - vi. Ability to have staff work on-site at county facilities, if required.

7. Project Management

Describe how your firm intends to manage all aspects of the work to be performed, including schedules for completion of tasks/subtasks, procedures for scheduling and cost control. The Project Management proposal must include:

- a. Overall project management approach and methodology.
- b. Schedule quality, and cost control procedures.
- c. Project tracking and performance monitoring procedures.
- d. Project progress reporting procedures.

8. Experience and Qualifications of Proposer's Staff and Subconsultants

- a. Provide resumes of qualifications and experience for all key staff that the Proposer deems important for all projects. Limit key staff resumes to one page each. Resumes do not count towards page limit.
- b. Describe the experience, capabilities, and other qualifications of the Proposer's team (Prime and subconsultants), including but not limited to the following information:
 - i. Describe the type of experience the Proposer's team (Prime and subconsultants) has performed in the seven (7) years, relative to the work described within this RFP for engineering services.
 - ii. Provide the Proposer's experience and performance on similar projects including client references for at least three (but no more than five) projects that the Proposer believes to be relevant.
 - iii. Provide name of the project, the owner, the location(s), and owner's reference including name, involvement, position, address email, and telephone number. Please be sure the contact information is accurate, even if the references are no longer with the organization for which the prior projects were done.
 - iv. Provide description of the project and the work/roles performed by the proposer's team members. Provide major project milestones and summary of schedule versus actual completion dates, with explanation for any significant schedule deviation.
 - v. Provide summary of planned costs versus actual costs at completion, with explanation for any significant cost deviations. Please be sure references can verify this information.
- c. Proposer's key team members cannot be replaced by the Proposer without DWM's prior approval (key staff members are Senior Project Manager and all Project Manager positions). DWM reserves the right to remove any staff members assigned to a project that are not deemed qualified.

9. Financial Summary

Responder must provide financial statements for the last three (3) years that evidences the responder's financial capabilities to perform the scope of work (Audited statements are preferable. If financial statements are not available, at minimum, a balance sheet, income statements, and cash flow statements must be submitted). Provide the year of incorporation.

10. Appendices

The Proposer may include information of the following nature in appendices:

- a. Required Forms and Documents
- b. Use of appendices should be carefully considered.

11. References

- a. Responder shall provide three (3) references for projects similar in size and scope to the project specified herein using the *Contractor Reference and Release Form* attached

hereto as Attachment D.

- b. Provide three (3) references for each subcontractor proposed as a part of the project team. The references shall be for the same or similar types of services to be performed by the subcontractor (including LSBE-DeKalb and LSBE-MSA firms) on projects similar in size and scope to the project outlined in this RFP. Use Attachment E, *Subcontractor Reference and Release Form*.

Make additional copies of Attachment D and Attachment E as needed.

C. DeKalb First Local Small Business Enterprise Ordinance

- 1. 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, requested at DeKalbFirstLSBE@dekalbcountyga.gov or 404-371-4770.
- 2. It is required that all responding Responders attend the mandatory LSBE meeting within two-weeks of the solicitation’s advertisement, and comply, complete and submit all LSBE forms with the Responder’s response to remain responsive. Attendance can be in person, via video conference and teleconference. Video conferencing is available through Skype/Lync. Instructions for attendance via video conference can be found on the County’s website at DeKalbFirstLSBE@dekalbcountyga.gov or 404-371-4770.
- 3. For further details regarding the DeKalb First Local Small Business Enterprise Ordinance, contact the LSBE Program representative, DeKalbFirstLSBE@dekalbcountyga.gov or (404) 371-4770.

D. Federal Work Authorization Program Contractor and Subcontractor Evidence of Compliance

All qualifying contractors and subcontractors performing work with DeKalb County, Georgia must register and participate in the federal work authorization program to verify the work eligibility information of new employees. Successful responder(s) shall be required to register and participate in the federal work authorization program. In order for a Proposal to be considered, it is **mandatory** that the *Responder Affidavit of Compliance with O.C.G.A. § 13-10-91*, Attachment F, *Sub-Responder of Affidavit Compliance with O.C.G.A. § 1310-91-*, Attachment G, be completed and submitted with responder’s proposal.

III. CRITERIA FOR EVALUATION

The following evaluation criteria and the maximum points stated below will be used as the basis for the evaluation of proposals.

- A. Firm Experience and Qualifications (40 points)
- B. Project Organization, Personnel, and Staffing (40 points)

- C. Project Management (10 points)
- D. Local Small Business Enterprise Participation (10 points LSBE-DeKalb)
(5 Points LSBE-MSA)
(2 Points LSBE-GFE)
- E. Oral Interviews (if granted) (10 points) *Optional*
 - 1. The County reserves the right to conduct optional interviews with all responders or a short-listed group of responders.
 - 2. The Evaluation Committee may award a maximum of ten (10) points to each interviewed responder. If the County determines that it is in its best interest to develop a short list of responders for interview, it shall be based on the following calculation:
 - a. Highest Responder Score – Interview Points = Short Listed Score
 - i. Example: 91 - 10 = 81. Any responder with a score of 81 or greater would be interviewed.

IV. CONTRACT ADMINISTRATION

A. Standard County Standard County Agreement for Professional Services - The attached sample contract is the County’s standard contract document (see Attachment J), which specifically outlines the contractual responsibilities. All responders should thoroughly review the document prior to submitting a proposal. Any proposed revisions to the terms or language of this document must be submitted in writing with the responder’s response to the request for proposals. Since proposed revisions may result in a proposal being rejected if the revisions are unacceptable to the County, responders should review any proposed revisions with an officer of the firm having authority to execute the contract. No alterations can be made in the contract after award by the Board of Commissioners.

B. Submittal Instructions

One (1) original Technical Proposal stamped “Original” and five (5) copies stamped “Copy”, with each containing an identical copy of the Technical Proposal (do not include the Rate Proposal). Also, include one (1) original Technical Proposal on Flash Drive. Must be submitted to the following address no later than 3:00 p.m. on July 27, 2020:

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

RATE PROPOSAL MUST BE INCLUDED IN SEPARATE SEALED ENVELOPE AS INDICATED IN SECTION II., A. RATE PROPOSAL FORM.

Proposals must be clearly identified on the outside of the packaging with the responder’s name and “Request for Proposals No. 20-500544 On Call Engineering Services” on the outside of the envelope(s) or box(es).

It is the responsibility of each Responder to ensure that its submission is received by 3:00 p.m. on the proposal 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 response. The RFP opening time shall be strictly observed. Be aware that visitors to our offices will go through a security screening process upon entering the building. Responders 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. Responders should plan their deliveries accordingly. Telephone or fax proposals will not be accepted.

C. Pre-Proposal Conference

A pre-proposal conference will be held at **10:00 a.m.** on the **22nd** day of **June 2020** via Zoom video conference. Responders can attend and participate via Zoom video conference. For information regarding the pre-proposal conference, please contact Mary J. Eady, CPPO at 404-371-2614 or email meady@dekalbcountyga.gov.

D. Questions

All questions concerning the Project and requests for interpretation of the Contract may be asked and answered at the pre-proposal conference; however, oral answers are not authoritative. Questions must be submitted to Mary J. Eady, CPPO, via email to meady@dekalbcountyga.gov, no later than close of business on **June 25, 2020**. Questions and requests for interpretation received by the Department of Purchasing and Contracting after this date will not receive a response or be the subject of addenda.

E. Acknowledgment of Addenda

Addenda may be issued in response to changes in the RFP. It is the responsibility of the responder to ensure awareness of all addenda issued for this solicitation. Please acknowledge mandatory addenda and submit to the Department of Purchasing and Contracting as requested. Responder may call Mary J. Eady, CPPO at 404-371-2614 or send an email to meady@dekalbcountyga.gov to verify the number of addenda prior to submission. Addenda issued for this project may be found on DeKalb County's website, www.dekalbcountyga.gov/formalbids.

F. Proposal Duration

Proposals submitted in response to this RFP must be valid for a period of One Hundred Twenty (120) days from proposal submission deadline and must be so marked.

G. Project Director/Contract Manager

The County will designate a Project Director/Contract Manager to coordinate this project for the County. The successful responder will perform all work required pursuant to the contract under the direction of and subject to the approval of the designated Project Director/Contract Manager. All issues including, payment issues, shall be submitted to the Project Director/Contract Manager for

resolution.

H. Expenses of Preparing Responses to this RFP

The County accepts no responsibility for any expenses incurred by the responders to this RFP. Such expenses are to be borne exclusively by the responders.

I. Georgia Open Records Act

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

J. First Source Jobs Ordinance

The DeKalb County First Source Jobs Ordinance requires contractors or beneficiaries entering into any type of agreement with the County, including purchase orders, regardless of what they may be called, for the procurement or disposal of supplies, services, construction projects, professional or consultant services, which is funded in whole or part with County funds or County administered funds in which the contractor is to receive \$50,000 or more in County expenditures or committed expenditures and recipient of urban redevelopment action grants or community development block funds administered in the amount of \$50,000 or more make a good faith effort to hire DeKalb County residents for at least 50% of jobs using the First Source Registry (candidate database). The work to be performed under this contract is subject to the provisions of the DeKalb County First Source Jobs Ordinance. Please complete the First Source Jobs Ordinance Acknowledgement and New Employee Tracking Form included in Attachment I, First Source Jobs Ordinance Information with Exhibits 1 – 4 document and submit with the responder's proposal. For more information on the First Source Jobs Ordinance requirement, please contact WorkSource DeKalb at www.worksourcedekalb.org or 404-687-3400.

K. Business License and Professional License

Responder shall submit a copy of its current, valid business license with its proposal or upon award. If the responder is a Georgia corporation, responder shall submit a valid county or city business license. If the responder is not a Georgia corporation, responder shall submit a certificate of authority to transact business in the state of Georgia and a copy of its valid business license issued by its home jurisdiction. If responder holds a professional certification issued by the state of Georgia, then responder shall submit a copy of its valid professional license. Any license submitted in response to this requirement shall be maintained by the responder for the duration of the contract.

L. Ethics Rules

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

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

M. Right to Audit

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

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

N. Insurance for Professional Services

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;
 - i. Employer's liability insurance by accident, each accident \$1,000,000
 - ii. Employer's liability insurance by disease, policy limit \$1,000,000
 - iii. Employer's liability insurance by disease, each employee \$1,000,000
 - b. Professional Liability Insurance on the Contractor's services in this Agreement with limit of \$1,000,000;

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

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

- 2. Additional Insured Requirement:
 - a. The County, its elected officials, officers, employees and agents, hereinafter referred to in this article and in the article entitled "Certificates of Insurance" as the County and its officers" are to be named as additional insured on all policies of insurance except worker's compensation insurance with no cross suits exclusion. The County and its officers shall
 - b. 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 Contractors. Such additional insured coverage shall be endorsed to Contractor's policy by attachment of ISO Additional Insured Endorsement forms CG 20 10 10 01 (ongoing operations) and CG 20 37 10 01 (products-completed operations), or form(s) providing equivalent coverage.
 - c. All coverages required of the Contractor will be primary over any insurance or self-insurance program carried by the County.
 - d. 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. The Contractor shall provide Fidelity Bond coverage. 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. Certificate to contain policy number, policy limits, and policy expiration date of all policies issued in accordance with this Agreement;
 - b. Certificates to contain the location and operations to which the insurance applies;
 - c. Certificates to contain Contractor's protective coverage for any subcontractor's operations;
 - d. Certificates to contain Contractor's contractual liability insurance coverage;
 - e. Certificates are to be issued to:

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

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

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

O. Cooperative Procurement

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

P. Funding

Funding for this contract may be provided under the Water Infrastructure Finance and Innovation Act (WIFIA) and performance of the contract, in whole or part, may be contingent and subject to availability of such funding under WIFIA to DeKalb County, Georgia. Proposers should become familiar with all laws, ordinances, rules, and regulations applicable to the execution and performance of the contract subject to WIFIA.

V. AWARD OF CONTRACT

An evaluation committee will review and rate all proposals and shall determine if interviews are necessary. If interviews are conducted, firms will be scheduled for an oral presentation to the evaluation committee, not to exceed one hour's duration, to respond to questions from the evaluation committee relevant to the firm's proposal.

The evaluation committee will make its recommendation for award to the DeKalb County Board of Commissioners, who will make the final decision as to award of contract.

THE COUNTY RESERVES THE RIGHT TO REJECT ANY AND ALL PROPOSALS, TO WAIVE INFORMALITIES, AND TO RE-ADVERTISE.

VI. ATTACHMENTS

- Attachment A: Scope of Work
- Attachment B: Rate Proposal Form
- Attachment C: Proposal Cover Sheet
- Attachment D: Contractor Reference and Release Form
- Attachment E: Subcontractor Reference and Release Form
- Attachment F: Responder Affidavit of Compliance with O.C.G.A. § 13-10-91
- Attachment G: Sub-responder Affidavit of Compliance with O.C.G.A. § 13-10-91
- Attachment H: DeKalb First LSBE Information with Exhibits 1-2
- Attachment I: First Source Jobs Ordinance Information with Exhibits 1 - 4
- Attachment J: Sample County Contract for Professional Services

VII. EXHIBITS

- Exhibit 1: Examples of Water and Watershed Projects

Sincerely,

Mary J. Eady, CPPO
Procurement Agent, Senior Department of
Purchasing and Contracting

ATTACHMENT A

SCOPE OF WORK

A list of example projects for which work may be awarded can be found in Exhibit 1 – *Examples of Water and Wastewater Projects*.

Contracts will be executed to allow for a series of task orders. Specific task orders will be developed with individual consultants based on consultant expertise, availability, and performance. The scope, schedule, and budget for these task orders will vary and there is no guarantee of work. Each task order will accompany a task order form filled out by the Engineering Manager.

Consultants shall be timely in meeting project milestones, as some of the projects assigned may be time sensitive in nature. Tasks that may be included under this contract include engineering and construction administration services as requested by the County, but not limited to performing assessment, improvement, repair, extend and modify the County sanitary sewer collection and transmission pipeline systems, potable water transmissions and distribution pipeline systems, sanitary sewer lift station facilities and potable water booster pump station facilities and other components of the water distribution and sanitary sewer collection systems.

The consultant acknowledges that the design of all facilities shall be in accordance with the DWM Design Standard Manual/Specifications, latest edition, Georgia Environmental Protection Division's Minimum Standards for Public Water Systems, the Georgia Department of Transportation's Standards and Specifications, and all other local, State, and Federal requirements.

The Scope of Work shall include the following phases of work:

1. Project Management
2. Concept Study and Report (30% construction plans)
3. Survey/Subsurface Utility Engineering (SUE)
4. Geotechnical Engineering
5. Sixty (60%) percent Construction Documents
6. Final Design (100 % Construction Plans)
7. Bidding and Negotiating
8. Construction Administration
9. Post Construction, Start-Up and System Performance Guarantee
10. Additional Services as Requested

Task 1 – Project Management

The Consultant shall provide project management services throughout the term of the Agreement. This project management effort shall be provided for the following processes: Project initiation, Project planning and scheduling, Project execution, Project administration and closing. Consultant shall address issues, including but not limited to project integration, project scope development, cost management, quality assurance and control issues, staffing requirements, project communications, and project risk management.

Task 1.A – Project Management Plan

The consultant shall provide a detailed project management plan (PMP) including information on coordination with appropriate agencies to ensure timely completion of the plans, specifications, and estimates. This plan shall include a schedule for milestone completion and an hourly breakdown for each task and subtask. The PMP shall be delivered within 15 days of the first Notice to Proceed issued under the Agreement.

Task 1– Deliverables

- Project management plan
- Project scope
- Project schedule
- Project budget
- Quality control/quality assurance plan
- Monthly status reports

Task 2 – Concept Study and Report

After issuance of the first written Notice to Proceed under this Agreement, consultant shall perform conceptual study and report for the project. That work shall include, but not necessarily be limited to the following:

- Site visit
- Review of available survey and record plans to establish site boundaries
- Identify and analyze permits, approvals and requirements of local, State, and Federal regulatory agencies and coordinate with them as necessary for conformance to their requirements, rules, and regulations
- Coordinate work with adjacent projects and developer projects
- Develop detailed project design criteria and identify critical issues, opportunities and constraints.
- Prepare a concept report and documentation package presenting the results of the conceptual study. Identify alternative solutions. Document and recommend one preferred plan that best achieves the project design criteria.

Task 2 – Deliverables

- Preliminary conceptual study;
- Final conceptual study;
- Utility and subsurface exhibits;
- 30 percent construction plans;
- Preliminary project construction cost estimates; and
- Preliminary project design and construction schedules.

Task 3 – Survey/Subsurface Utility Engineering (SUE)

Under this agreement the consultant shall provide the necessary field surveys to complete assigned tasks. Surveys may include cadastral surveys, topographical surveys, engineering surveys, hydrographic surveys, boundary surveys, as-built surveys, surveys for easement/ROW areas, construction surveys for line and grade of proposed pipe lines and structures. Consultant may also be required to develop metes

and bounds and legal descriptions for easement and right-of-way acquisitions. Survey shall be performed to GDOT standards.

Easement plats and legals to be recorded with the County are to be stamped by a Licensed Professional Surveyor registered in the State of Georgia.

When it is determined and approved by the County the consultant shall provide SUE services. The consultant shall engage a SUE consultant to perform the desired level of SUE services (Level A, B, C, D). SUE services shall conform to GDOT standards. The SUE consultant shall perform engineering services and related tasks which will result in obtaining applicable underground utility information and data required under this service category. Investigations will be performed throughout the County on an as needed and as requested basis.

Task 4 – Geotechnical Engineering

Consultant will investigate the soil and subsurface conditions at the project site and provide geotechnical recommendations for design of the project. The geotechnical work shall include, but not necessarily be limited to the following:

A. Review and Analysis of Existing Information:

1. Collect and review existing geotechnical reports, boring logs and other geotechnical information from adjacent and nearby projects, as well as from previously performed geotechnical work in the project area.
2. Review and represent the site geology on plan, section, and profiles. Summarize soil parameters as presented in existing data.
3. Inspect site to determined existing site conditions.

B. Field Investigation:

1. Following review of available geotechnical information, consultant shall develop a geotechnical work plan, including determination of the number or borings, cone penetration test (CPT), standard proctor test (SPT) or other data acquisition and testing required for design of the project.
2. Submit a boring plan indicating the location and depths of all borings and SPTs/CPTs for approval by engineer prior to sampling. Boring plan shall indicate substructures in the vicinity of the proposed borings.
3. Detailed planning of field investigation:
 - a. Arrange for and schedule drillers;
 - b. Make preparations for sample handling, transportation, and testing;
 - c. Locate test borings;
 - d. Locate utilities and other onsite interferences and mark location on the ground;
 - e. Obtain necessary permits; and

- f. Schedule field staff.
4. Perform borings and other fieldwork as necessary for the surface and subsurface investigation. As initial surface and subsurface investigation is accomplished and data is reviewed, consultant shall adjust boring depths, locations, and number of borings and SPTs/CPTs using prudent engineering judgement and considering subsurface conditions and project requirements and as approved by engineer. Test data shall be obtained during borings.
 5. Borings in uncontaminated areas shall be backfilled with soils cuttings. Borings and tests in contaminated areas shall be backfilled with grout. Contaminated drilling spoils shall be left on-site in drums for disposal by others.

C. Laboratory Testing:

1. Perform laboratory testing to include, but not necessarily be limited to the following:
 - a. Index testing:
 - i. Moisture content/dry density;
 - ii. Specific gravity;
 - iii. Atterberg limits;
 - iv. Sieve analysis; and
 - v. Resistivity
 - b. Consolidation tests with time plot.
 - c. Soil Strength tests:
 - i. Triaxial compression;
 - ii. Direct shear; and
 - iii. Standard penetration test.
 - d. R-value or CBR tests
 - e. Compaction tests.
 - f. Chemical analysis:
 - i. pH
 - ii. sulfates
 - iii. chlorides.

D. Prepare Soil Data Report:

1. Prepare narrative summary of the site soil conditions and soil parameters as developed from review of existing data, borings, and laboratory testing.
2. Prepare and draft boring logs.

3. Prepare site soil plan and profile.
4. Prepare data report.

E. General Grading:

1. Provide analyses and recommendations for the following:
 - a. Trench excavation, backfill, and shoring; and
 - b. Bedding requirements for utilities and substructures.

F. Corrosive Potential:

1. Determine soil corrosion potential and recommend protective measures for pipes and substructures.

G. Draft and Final reports:

The findings, conclusions, and recommendations shall be discussed with the County as they are developed. Upon completion of the work, consultant shall submit two copies of the draft report containing the findings, conclusions, and recommendations together with the supporting field and laboratory data for review by the County. Consultant shall review and address the County's comments and submit two copies of the final report to the County.

Task 4 – Deliverables

- Meeting minutes;
- Boring plan;
- Soil data reports; and
- Draft and final geotechnical report.

Task 5 – Sixty-Percent (60%) Construction Documents

- A. Upon completion of the conceptual study and report phase, selection of a preferred alternative by the county, and issuance of a notice to proceed from the project manager, consultant shall perform the sixty percent (60%) design.
- B. Plans shall include plans, profiles, typical sections, and any other matters which will materially affect the essential features and cost of the project.
- C. The sixty-percent (60%) design submittal shall include, but not necessarily be limited to the following:
 1. Existing conditions site;
 2. Construction phasing plans (plan/profile);
 3. Demolition plan;

4. Existing utilities;
5. Survey;
6. Proposed alignment;
7. Construction limits;
8. Existing and proposed easements (temporary/permanent);
9. Preliminary erosion and sediment control;
10. Updated project cost estimate and schedule; and
11. Perform all appropriate code coordination and review with applicable local, State, and Federal agencies.

Task 5 – Deliverables

- Sixty-percent (60%) construction plans;
- Updated project cost estimate;
- Traffic control;
- Preliminary construction schedule;
- Preliminary erosion and sediment control plans;
- Associated reports and analysis of work; and
- Outline of required specifications.

Task 6 – Final Design (100 % Construction Plans)

- A. After acceptance by the county of the sixty percent design phase deliverables, the consultant shall prepare the final design submittal and respond to incorporate all comments received from the county from the 60 percent plan review.
- B. Plans, specification, and estimates shall be stamped and signed by an engineer appropriately licensed in the State of Georgia.
- C. All calculations and construction quantities used in the design of the project shall be submitted to the county in electronic and hard copy format.
- D. Submit a detailed estimate of the cost based on the bid items and provide a final estimate of construction.
- E. Submit a proposed construction schedule in sufficient detail for use by the county in evaluating the adequacy of contractor’s scheduling submittal.
- F. Consultant shall obtain all required permits as required for plan approval.

Task 6 – Deliverables

- Final construction phasing plans;
- Demolition/abandonment plans;
- Erosion and sediment control plans;
- Traffic control plans;
- Landscape plans;
- Plats and legal descriptions;
- Updated construction estimates;

- Updated construction schedule;
- Required permits (local, Federal, Railroad, etc.);
- Calculations; and
- Specifications.

Task 7 – Bidding and Negotiations

If requested, consultant will provide assistance to the county during the contract(s) advertising and award process to include the following:

- A. Attendance at pre-bid meetings;
- B. Reviewing and providing responses to bidder inquiries;
- C. Preparing and issuing addendums as needed; and
- D. Assistance in reviewing bids.

Task 8 – Construction Administration

Consultant shall provide the following services in support of the county during project construction:

- A. General administration of construction contract;
- B. Selecting independent testing laboratory;
- C. Attend the pre-construction conference;
- D. Receive and review schedules;
- E. Establish baselines and benchmarks;
- F. Construction site visits;
- G. Defective work review;
- H. Clarifications and interpretations;
- I. Recommend change orders and work change directives;
- J. Shop drawing review and approval;
- K. Review of Request for Information (RFI); and
- L. Review applications for payment.

Task 8 – Deliverables

- Responses to RFIs;
- Field reports and “punch lists”; and
- Reviewed shop drawings and submittals:

Task 9 – Post-Construction, Start-up and System Performance Guarantee

Upon written authorization from the county during the post-construction the consultant shall;

- A. Together with the county, visit the project to observe any apparent defects in the work, assist the county in consultations and discussions with contractor concerning correction of any such defects, and make recommendations as to replacement or correction of defective work, if any;
- B. Together with the county, visit the project within one month before the end of the correction period to ascertain whether any portion of the work is subject to correction; and
- C. Perform or provide additional post-construction phase tasks or deliverables as required.

Task 10 – Additional Services as Requested

The work under this task includes, but is not limited to technical studies, analysis, conceptual final designs, and other engineering services as directed by the engineer that relate to the project.

All work /tasks orders must be done in the United States of America (USA). No work under this Contract is to be performed in another country outside of the USA.

ATTACHMENT B

RATE PROPOSAL FORM
(consisting of 2 pages)

ON CALL ENGINEERING SERVICES (MULTIYEAR CONTRACT)

Responder: Please complete the attached pages of the Cost Proposal Form and return them with this cover page. The rate proposal must be submitted in a separate, sealed envelope with the Responder’s name and “Request for Proposals No. 20-500544 On Call Engineering Services” clearly identified on the outside of the envelope.

By signing this page, Responder acknowledges that he has carefully examined and fully understands the Contract, Scope of Work, and other attached documents, and hereby agrees that if his proposal is accepted, he will contract with DeKalb County according to the Request for Proposal documents.

Please provide the following information:

Name of Firm: _____

Address: _____

Contact Person : _____

Title of Contact Person: _____

Telephone Number: _____

Fax Number: _____

E-mail Address: _____

Signature of Responder’s Authorized Signer

Title of Responder’s Authorized Signer

ATTACHMENT B
RATE PROPOSAL FORM

Responder: State a FIRM FIXED HOURLY RATES for all costs, direct and indirect, administrative costs, and all things necessary for RFP 20-500544 On Call Engineering Services.

Labor Class	Proposer Equivalent Labor Class	2021 Hourly Rate	2022 Hourly Rate	2023 Hourly Rate	2024 Hourly Rate
Principal Engineer					
Project Manager (GA Professional Engineer)					
Senior Engineer					
Project Engineer					
Staff Engineer					
Engineering Technician					
Principal Architect					
Architect					
CAD Professional					
Administrative Assistant					
Survey Party Chief					
2- Person Survey Crew					
3 – Person Survey Crew					
Flagman (Technician)					

NOTES:

1. All ODC’s shall be included in the Billing Rates you provide. No separate payment will be allowed for office space, supplies, transportation, etc.
2. There shall be no Billing Rate escalation for the life of the Contract.

ATTACHMENT C

PROPOSAL COVER SHEET

NOTE: Read all instructions, conditions and specifications in detail before completing this Request for Proposal.

Please complete and include this cover sheet with your technical proposal.

Company Name		Federal Tax ID#	
Complete Primary Address	County	City	Zip Code
Mailing Address (if different)	City	State	Zip Code
Contact Person Name and Title	Telephone Number (include area code)		
Email Address	Fax Number (include area code)		
Company Website Address	Type of Organization (check one) <input type="checkbox"/> Corporation <input type="checkbox"/> Joint Venture <input type="checkbox"/> Proprietorship <input type="checkbox"/> Government		
<p>Proposals for <u>RFP No. 20-500544 On Call Engineering Services (Multiyear Contract)</u> described herein will be received in the Purchasing & Contracting Department, 2nd Floor, The Maloof Center, 1300 Commerce Drive, Decatur, Georgia 30030 on July 27, 2020 until 3:00 p.m. (EST). Proposals shall be marked in accordance with the RFP, Section IV,B.</p> <p>CAUTION: The Decatur Postmaster will not deliver certified or Special Delivery Mail to specific addresses within DeKalb County Government. When sending bids or time sensitive documents, you may want to consider a courier that will deliver to specific addresses.</p>			
<p>Proposal Cover Sheet should be signed by a representative of Proposer with the authority to bind Proposer to all terms, conditions, services, and financial responsibilities in the submitted Proposal.</p>			
Authorized Representative Signature(s)		Title(s)	
Type or Print Name(s)		Date	

ATTACHMENT D

CONTRACTOR REFERENCE AND RELEASE FORM

List below at least three (3) project references, including company name, contact name, address, email address, telephone numbers and contract period who can verify your experience and ability to perform on call engineering services, including reports and engineering designs.

Company Name	Contract Period		
Contact Person Name and Title	Telephone Number (include area code)		
Complete Primary Address	City	State	Zip Code
Email Address	Project Name <u>and</u> Total Compensation Paid		
Scope of Work or Role on Project			

Company Name	Contract Period		
Contact Person Name and Title	Telephone Number (include area code)		
Complete Primary Address	City	State	Zip Code
Email Address	Project Name <u>and</u> Total Compensation Paid		
Scope of Work or Role on Project			

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

Email Address	Project Name <u>and</u> Total Compensation Paid
Scope of Work or Role on Project	

REFERENCE CHECK RELEASE STATEMENT

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

Signed _____ Title _____
(Authorized Signature of Proposer)

Company Name _____ Date _____

ATTACHMENT E

SUB-CONTRACTOR REFERENCE AND RELEASE FORM

List below at least three (3) project 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 of services 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	Project Name		
Scope of Work or Role on Project			

Company Name	Contract Period		
Contact Person Name and Title	Telephone Number (include area code)		
Complete Primary Address	City	State	Zip Code
Email Address	Project Name		
Scope of Work or Role on Project			

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

Email Address	Project Name
Scope of Work or Role on Project	

REFERENCE CHECK RELEASE STATEMENT

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

Signed _____ Title _____
(Authorized Signature of Proposer)

Company Name _____ Date _____

ATTACHMENT F

RESPONDER AFFIDAVIT OF COMPLIANCE WITH O.C.G.A. § 13-10-91

By executing this affidavit, the undersigned verifies its compliance with O.C.G.A. § 13-10-91, as amended, stating affirmatively that the responder submitting a bid to DEKALB COUNTY, GA, a political subdivision of the State of Georgia, has registered with and is participating in a federal work authorization program* [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 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].

Responder's Name

Federal Work Authorization
Enrollment Date

BY: Authorized Officer or Agent

Title of Authorized Officer or Agent of Responder

Identification Number

Printed Name of Authorized Officer or Agent

Address (*do not include a post office box)

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE

_____ DAY OF _____, 20__

Notary Public

My Commission Expires: _____

ATTACHMENT G

SUB-RESPONDER AFFIDAVIT OF COMPLIANCE WITH O.C.G.A. § 13-10-91

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

Federal Work Authorization User Identification Number

Date of Authorization

Name of Subcontractor

20-500544 On Call Engineering Services
Name of Project

DeKalb County Georgia Government
Name of Public Employer

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

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

By: _____
Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

Subscribed and Sworn before me on this the

_____ day of _____, 20__.

NOTARY PUBLIC

My Commission Expires: _____

ATTACHMENT H

**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.

ATTACHMENT H

DEKALB FIRST LSBE INFORMATION
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: 20-500544

TITLE OF UNIT OF WORK: On Call Engineering Services

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

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

5.

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

Name of Company	
-----------------	--

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

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

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

Please attach additional pages, if necessary.

EXHIBIT 1, CONT'D

DEKALB COUNTY
CHECKLIST FOR GOOD FAITH EFFORTS

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

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

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

This list is a guideline and by no means exhaustive. The County will review these efforts, along with attached supporting documents, to assess the bidder/proposer's efforts to meet the County's LSBE Participation benchmark. If you require assistance in identifying certified, bona fide LSBEs, please contact the Purchasing and Contracting Department – DeKalbFirstLSBE@dekalbcountyga.gov or 404-371-4770.

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 Purchasing and Contracting Department. Compliance reports filed at such times as directed shall contain information as to the employment practices, policies, programs and statistics of Contractors and their subcontractors.

1. Non-Discrimination Policy

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

2. **Commitment**

The undersigned certifies that he/she has read, understands, and agrees to be bound by the bid specifications, including the accompanying Exhibits and other terms and conditions of the Invitation to Bid and/or Request for Proposal regarding LSBE utilization. The undersigned further certifies that he/she is legally authorized by the bidder or responder to make the statements and representations in Exhibit 1 and that said statements and representations are true and correct to the best of his/her knowledge and belief. The undersigned will enter into formal agreement(s) with the LSBE(s) listed in this Exhibit 1, which are deemed by the owner to be legitimate and responsible LSBEs. Said agreement(s) shall be for the work and contract with the Prime Contractor. The undersigned understands and agrees that if any of the statements and representations are made by the Bidder knowing them to be false, or if there is a failure of the successful Bidder (i.e., Contractor) to implement any of the stated agreements, intentions, objectives, goals and commitments set forth herein without prior approval of the County, then in any such events the contractor's act or failure to act, as the case may be, shall constitute a material breach of contract, entitling the County to terminate the Contract for default. The right to so terminate shall be in addition to, and not in lieu of, any other rights and remedies the County may have for other defaults under the Contract. Additionally, the Contractor will be subject to the loss of any future contract awards by the County for a period of one year.

Firm Name (Please Print):

Firm's Officer:

(Authorized Signature and Title Required)

Date

Sworn to and Subscribed to before me this ____ day of _____, 2020.

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. Attach a copy of the LSBE’s current valid Certification Letter.

To: _____
 (Name of Prime Contractor Firm)

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

RFP Number: 20-500544 _____

Project Name: On Call Engineering Services

The undersigned subcontractor is prepared to perform the following described work or provide materials or services in connection with the above project (specify in detail particular work items, materials, or services to be performed or provided).

Description of Materials or Services	Project/Task Assignment	% of Contract Award

Prime Contractor

Sub-contractor

Signature: _____

Signature: _____

Title: _____

Title: _____

Date: _____

Date: _____



ATTACHMENT I

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

EXHIBIT 1
FIRST SOURCE JOBS ORDINANCE ACKNOWLEDGEMENT

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

CONTRACTOR OR BENEFICIARY INFORMATION:

Contractor or Beneficiary Name (Signature)

Contractor or Beneficiary Name (Printed)

Title

Telephone

Email

Name of Business

Please answer the following questions:

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

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

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

ATTACHMENT I

FIRST SOURCE JOBS ORDINANCE INFORMATION
EXHIBIT 3

BUSINESS SERVICE REQUEST FORM

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

DATE: _____ **FEDERAL TAX ID:** _____

COMPANY NAME: _____ **WEBSITE:** _____

ADDRESS:

(WORKSITE ADDRESS IF DIFFERENT):

CONTACT NAME:

CONTACT PHONE: _____ **CONTACT FAX:** _____

CONTACT E-MAIL ADDRESS:

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

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

POSITION TITLE:

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

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

SPECIFIC WORK SCHEDULE:

SALARY RATE (OR RANGE):

PERM **TEMP** **TEMP-TO-PERM** **SEASONAL**

PUBLIC TRANSPORTATION ACCESSIBILITY **YES** **NO**

IF SCREENINGS ARE REQUIRED, SELECT ALL THAT APPLY:

CREDIT **DRUG** **MVR** **BACKGROUND** **OTHER** _____

Please return form to: Business Solutions Unit (First Source)
774 Jordan Lane Bldg. #4
Decatur, Ga. 30033
Phone: (404) 687-3400
FirstSourceJobs@dekalbcountyga.gov

ATTACHMENT J

CERTIFICATE OF CORPORATE RESPONDER

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

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

This _____ day of _____, 20____.

By: _____ (Corporate Seal)
Secretary

ATTACHMENT J, CONT'D

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

I, _____, ⁽¹⁾ certify that:

1. I am the _____ ⁽²⁾ of _____, ⁽³⁾ (hereinafter “Venturer”);
2. Venturer is a partner and participant in the joint venture having submitted the Request for Proposal No. 20-500544 for On Call Engineering Services;
3. Venturer is organized and incorporated to do business under the laws of the State of _____; and
4. Said Request for Proposal No. _____ was duly signed by said officer for and on behalf of said Venturer and the Contractor pursuant to the authority of the governing body of each and within the scope of its corporate powers.

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

This _____ day of _____, 20____.

By: _____
Signature of Person Executing Certification

INSTRUCTIONS FOR COMPLETION OF THIS CERTIFICATE:

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

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

ATTACHMENT K

SAMPLE COUNTY CONTRACT FOR PROFESSIONAL SERVICES

ATTACHMENT K

**AGREEMENT FOR PROFESSIONAL SERVICES
DEKALB COUNTY, GEORGIA**

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

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

ARTICLE I. CONTRACT TERM

The Contractor shall commence the Work under this Contract within ten (10) days from the acknowledgement of receipt of the Notice to Proceed. As required by O.C.G.A §36-60-13, this Contract shall (i) terminate without further obligation on the part of the County each and every December 31st, as required by O.C.G.A. § 36-60-13, as amended, unless terminated earlier in accordance with the termination provisions of this Contract; (ii) automatically renew on each January 1st, unless terminated in accordance with the termination provisions of this Contract; and (iii) terminate absolutely, with no further renewals, on December 31, 2024, unless extended by Change Order adopted and approved by the DeKalb County Governing Authority and the Contractor in accordance with the terms of this Contract.

ARTICLE II. PAYMENT

As full payment for the faithful performance of this Contract, the County shall pay the Contractor, the Contract Price, which is an amount not to exceed XXXXXXXXXX (\$XXXXXXXXXX), unless changed by written Change Order in accordance with the terms of this Contract. The term “Change Order” includes the term “amendment” and shall mean a written order authorizing a change in the Work, and an adjustment in Contract Price to Contractor or the Contract Term, as adopted and approved by the Contractor and the DeKalb County Governing Authority, or the Chief Executive Officer, if exempted from Governing Authority adoption and approval in accordance with the express terms of this Contract. The Chief Executive Officer or his/her designee shall have the authority to approve and execute a Change Order lowering the Contract Price or increasing the Contract Price up to twenty percent (20%) of the original Contract Price, provided that the total amount of the increase authorized by such Change Order is less than \$100,000.00. If the original Contract or Purchase Order Price does not exceed \$100,000.00, but the Change Order will make the total Contract Price exceed \$100,000.00, then the Change Order will require approval by official action of the Governing Authority. Any other increase of the Contract Price shall be by Change Order adopted and approved by the DeKalb County Governing Authority and the Contractor in accordance with the terms of this Contract. Amounts paid to the Contractor shall comply with and not exceed Attachment A, the Rate Proposal, consisting of (2) page(s) attached hereto and incorporated herein by reference. Payment is to be made no later than thirty (30) days after submittal of undisputed invoice.

Invoice(s) must be submitted as follows:

A. Original invoice(s) must be submitted to:

DeKalb County, Georgia
Attention: "USER DEPARTMENT"

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

ARTICLE III. STATEMENT OF WORK

The Contractor agrees to provide all **Engineering Services** in accordance with the County's Request for Proposals (RFP) No. **20-500544 On Call Engineering Services (Multiyear Contract)**, attached hereto as Appendix I and incorporated herein by reference, and the Contractor's response thereto, attached hereto as Appendix II and incorporated herein by reference.

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

ARTICLE IV. GENERAL CONDITIONS

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

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

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

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

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

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

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

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

H. **Indemnification Agreement** The Contractor shall be responsible from the execution date or from the time of the beginning of the Work, whichever shall be the earlier, for all injury or damage of any kind resulting from the Work, to persons or property, including employees and property of the County. The Contractor shall exonerate, indemnify, and save harmless the County, its elected officials, officers, employees, agents and servants, hereinafter collectively referred to in this Section as "the County Indemnitees," from and against all claims or actions based upon or arising out of any damage or injury (including without limitation any injury or death to persons and any damage to property) caused by or sustained in connection with the performance of this Contract or by conditions created thereby or arising out of or any way connected with Work performed under this Contract, as well as all expenses incidental to the defense of any such claims, litigation, and actions. Furthermore, Contractor shall assume and pay for, without cost to the County Indemnitees, the defense of any and all claims, litigation, and actions suffered through any act or omission of the Contractor, or any Subcontractor, or anyone directly or

indirectly employed by or under the supervision of any of them. Notwithstanding any language or provision in this Contract, Contractor shall not be required to indemnify any County Indemnitee against claims, actions, or expenses based upon or arising out of the County Indemnitee's sole negligence. As between the County Indemnitees and the Contractor as the other party, the Contractor shall assume responsibility and liability for any damage, loss, or injury, including death, of any kind or nature whatever to person or property, resulting from any kind of claim made by Contractor's employees, agents, vendors, Suppliers or Subcontractors caused by or resulting from the performance of Work under this Contract, or caused by or resulting from any error, omission, or the negligent or intentional act of the Contractor, vendors, Suppliers, or Subcontractors, or any of their officers, agents, servants, or employees. The Contractor shall defend, indemnify, and hold harmless the County Indemnitees from and against any and all claims, loss, damage, charge, or expense to which they or any of them may be put or subjected by reason of any such damage, loss, or injury. The Contractor expressly agrees to provide a full and complete defense against any claims brought or actions filed against the County Indemnitees, where such claim or action involves, in whole or in part, the subject of the indemnity contained in this Contract, whether such claims or actions are rightfully or wrongfully brought or filed. The County has the sole discretion to choose the counsel who will provide the defense. No provision of this Contract and nothing herein shall be construed as creating any individual or personal liability on the part of any elected official, officer, employee, agent or servant of the County, nor shall the Contract be construed as giving any rights or benefits hereunder to anyone other than the parties to this Contract. The parties' obligations pursuant to this Section shall survive any acceptance of Work, or termination or expiration of this Contract.

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

1. Certificates of Insurance in companies doing business in Georgia and acceptable to the County covering:
 - (a) Statutory Workers' Compensation Insurance, or proof that Contractor is not required to provide such coverage under State law;
 - (1) Employer's liability insurance by accident, each accident \$1,000,000
 - (2) Employer's liability insurance by disease, policy limit \$1,000,000
 - (3) Employer's liability insurance by disease, each employee \$1,000,000
 - (b) Professional Liability Insurance on the Contractor's services in this Agreement with limit of \$1,000,000;
 - (c) Commercial General Liability Insurance covering all operations with combined single limit of \$1,000,000;
 - (d) Comprehensive Automobile Liability Insurance with form coverage for all owned, non-owned and hired vehicles with combined single limit of \$1,000,000.
 - (e) Umbrella or Excess Insurance. Umbrella or excess insurance is to be provided with General Liability, Auto Liability and Employers Liability scheduled as underlying policies with limits not less than the following:
\$5,000,000 per occurrence
\$5,000,000 aggregate
2. Additional Insured Requirement:
 - (a) The County, its elected officials, officers, employees and agents, hereinafter referred to in this article and in the article entitled "Certificates of Insurance"

as “the County and its officers” are to be named as additional insured on all policies of insurance except worker’s compensation insurance with no cross suits exclusion. The County and its officers shall be included as additional insureds under commercial general liability and commercial umbrella insurance, for liabilities arising out of both the ongoing and completed operations of Contractor. Such additional insured 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. Certificates of Insurance must be executed in accordance with the following provisions:
- (a) Certificates to contain policy number, policy limits, and policy expiration date of all policies issued in accordance with this Agreement;
 - (b) Certificates to contain the location and operations to which the insurance applies;
 - (c) Certificates to contain Contractor’s protective coverage for any subcontractor’s operations;
 - (d) Certificates to contain Contractor’s contractual liability insurance coverage;
 - (e) Certificates are to be **issued** to:
DeKalb County, Georgia
Director of Purchasing & Contracting
The Maloof Center, 2nd Floor
1300 Commerce Drive
Decatur, Georgia 30030
4. The Contractor shall be wholly responsible for securing certificates of insurance coverage as set forth above from all subcontractors who are engaged in this work.
5. The Contractor agrees to carry statutory Workers’ Compensation Insurance and to have all subcontractors likewise carry statutory Workers’ Compensation Insurance.
6. 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.
7. Failure of the County to demand such certificate or other evidence of full compliance with these insurance requirements or failure of the County to identify a deficiency from evidence provided will not be construed as a waiver of the Contractor’s obligation to maintain such coverage. Contractor understands and agrees that the purchase of insurance in no way limits the liability of the Contractor.
8. 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.
9. If the County shall so request, the Contractor will furnish the County for its inspection and approval such policies of insurance with all endorsements, or confirmed specimens thereof certified by the insurance company to be true and correct copies. Contractor shall be responsible and have the financial wherewithal to cover any deductibles or retentions included on the certificate of insurance.

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

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

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

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

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

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

P. First Source Jobs Ordinance and Preferred Employees The DeKalb County First Source Jobs Ordinance requires contractors or beneficiaries entering into any type of agreement with the County, including purchase orders, regardless of what they may be called, for the procurement or disposal of supplies, services, construction projects, professional or consultant services, which is funded in whole or part with County funds or County administered funds in which the contractor is to receive \$50,000 or more in County expenditures or committed expenditures and recipient of urban redevelopment action grants or community development block funds administered in the amount of \$50,000 or more make a good faith effort to hire DeKalb County residents for at least 50% of jobs using the First Source Registry (candidate database). The work to be performed under this contract is subject to the provisions of the DeKalb County First Source Jobs Ordinance. For more information on the First Source Jobs Ordinance requirement, please contact WorkSource DeKalb at www.worksourcedekalb.org or 404-687-3400.

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

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

S. Attachments and Appendices This Contract includes the following Attachments and Appendices all of which are incorporated herein by reference: Attachment A, Contractor's Rate Proposal; Attachment B, Certificate of Insurance; Attachment C, Contractor's Affidavit; Attachment D, Subcontractor's Affidavit(s); Attachment E, Sub-subcontractor's Affidavit(s); and Attachment F, Business and Professional Licenses; Attachment G, Certificate of Corporate Authority or Joint Venture Certificate; Attachment H, Executive Order No. 2014-4 New Ethics Policy; Appendix I, County's RFP; and Appendix II, Contractor's Response.

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

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

If to the County:

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

and

Executive Assistant
1300 Commerce Drive
Decatur, Georgia 30030

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

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

If to the Contractor:

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

W. **Controlling Provisions** The Contract for this Project shall govern the Work. If any portion of the Contract shall be in conflict with any other portion, the various documents comprising the Contract shall govern in the following order of precedence: Contract, Change Orders or modifications issued after execution of the Contract; the provisions of the County’s RFP; and the Contractor’s Response thereto.

V. FUNDING CLAUSE

The Contractor has been informed and understands that funding for this Contract is provided under the Water Infrastructure Finance and Innovation Act and expressly agrees that performance of the Contract, in whole or in part, is contingent upon and subject to the availability of such funding under the Water Infrastructure Finance and Innovation Act to DeKalb County, Georgia.

VI. FEDERAL AND/OR STATE FUNDING/LAW

Without limiting any other provision herein concerning the applicability of certain laws, ordinances, rules and regulations, Contractor has been explicitly informed and understands that the following laws, ordinances, rules and regulations apply to the execution and performance of all parts of this Contract, the Project and the Work: 33 U.S.C. 3914; Davis Bacon Act, 40 U.S.C. 3141 *et seq.*; National Environmental Policy Act of 1969, 42 U.S.C. 4321 *et seq.*; Archeological and Historic Preservation Act, 16 U.S.C. 469-469c; Clean Air Act, 42 U.S.C. 7401 *et seq.*; Clean Water Act, 33 U.S.C. 1251 *et seq.*; Coastal Barrier Resources Act, 16 U.S.C. 3501 *et seq.*; Coastal Zone Management Act, 16 U.S.C. 1451 *et seq.*; Endangered Species Act, 16 U.S.C. 1531 *et seq.*; Federal

Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, Executive Order 12898, 59 FR 7629, February 16, 1994; Floodplain Management, Executive Order 11988, 42 FR 26951, May 24, 1977, as amended by Executive Order 13690, 80 FR 6425, February 4, 2015; Protection of Wetlands, Executive Order 11990, 42 FR 26961, May 25, 1977, as amended by Executive Order 12608, 52 FR 34617, September 14, 1987; Farmland Protection Policy Act, 7 U.S.C. 4201 *et seq.*; Fish and Wildlife Coordination Act, 16 U.S.C. 661-666c, as amended; Magnuson-Stevens Fishery Conservation and Management Act, 16 U.S.C. 1801 *et seq.*; National Historic Preservation Act, 16 U.S.C. 470 *et seq.*; Safe Drinking Water Act, 42 U.S.C. 300f *et seq.*; Wild and Scenic Rivers Act, 16 U.S.C. 1271 *et seq.*; Debarment and Suspension, Executive Order 12549, 51 FR 6370, February 21, 1986; Demonstration Cities and Metropolitan Development Act, 42 U.S.C. 3301 *et seq.*, as amended, and Executive Order 12372, 47 FR 30959, July 16, 1982; Drug-Free Workplace Act, 41 U.S.C. 8101 *et seq.*; New Restrictions on Lobbying, 31 U.S.C. 1352; Prohibitions relating to violations of the Clean Water Act or Clean Air Act with respect to Federal contracts, grants, or loans under 42 U.S.C. 7606 and 33 U.S.C. 1368, and Executive Order 11738, 38 FR 25161, September 12, 1973; The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 U.S.C. 4601 *et seq.*; Age Discrimination Act, 42 U.S.C. 6101 *et seq.*; Equal Employment Opportunity, Executive Order 11246, 30 FR 12319, September 28, 1965; Section 13 of the Clean Water Act, Pub. L. 92-500, codified in 42 U.S.C. 1251; Section 504 of the Rehabilitation Act, 29 U.S.C. 794, supplemented by Executive Orders 11914, 41 FR 17871, April 29, 1976 and 11250, 30 FR 13003, October 13, 1965; Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000d *et seq.*; and Participation by Disadvantaged Business Enterprises in Procurement under EPA Financial Assistance Agreements, 73 Fed. Reg. 15904.

[SIGNATURES CONTINUE ON NEXT PAGE]

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

DEKALB COUNTY, GEORGIA

By: _____(SEAL)
Signature

Name (Typed or Printed)

Title

Federal Tax I.D. Number

Date

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

Date

ATTEST:

Signature

Name (Typed or Printed)

Title

ATTEST:

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

APPROVED AS TO SUBSTANCE:

Reginal D. Wells, Director
Department of Watershed Management

APPROVED AS TO FORM:

County Attorney Signature

County Attorney Name (Typed or Printed)

EXHIBIT 1

EXAMPLES OF WATER AND WASTEWATER PROJECTS

EXHIBIT 1

EXAMPLES OF WATER AND WASTEWATER PROJECTS

1. Distribution Projects

a. **Asbestos Cement (A/C) Line Replacement**

There are over 600 miles of A/C water pipes in use in the DeKalb County water distribution system. These pipes have reached the end of their useful lives and require removal and replacement in the water distribution system.

b. **Scott Candler Water Treatment Plant (SCWTP) Mapping**

The SCWTP has no mapping of its underground infrastructure, making it difficult to maintain and service the existing infrastructure. The SCWTP needs to have a complete subsurface utility engineering (SUE) evaluation performed to map on underground infrastructure at the plant and produce as-built plans of the infrastructure.

c. **Old SCWTP Demo and Clear well Design**

The old SCWTP was taken out of service without the plant being demolished. The current clear wells are part of the old facility and are in need of replacement. In order to design and construct new clear wells the old plant must be demolished to provide adequate room for new clear wells.

d. **Water and Sewer Relocation Adjustments for Roadway Projects**

DeKalb County in partnership with the Georgia Department of Transportation (GDOT), continuously plans and implements roadway project to improve traffic conditions for DeKalb County's residential and business communities. As part of these projects, the County provides existing water and sewer relocations in cooperation with DeKalb County Transportation and GDOT.

e. **Water and Wastewater Hydraulic Modeling**

As part of the ongoing consent decree (CD), DeKalb County is required to develop and implement a dynamic wastewater hydraulic model of its collection and conveyance system.

**EXHIBIT 1
(Continued)**

EXAMPLES OF WATER AND WASTEWATER PROJECTS

2. Collections Projects

a. **Septic Tank Elimination Program (STEP)**

DeKalb County has an estimated 23,000 existing septic tank systems. Malfunctioning and failing septic systems can cause various health and environmental concerns such as surfacing raw sewage, untreated wastewater discharged into surface waters and unpleasant odors. Currently, a sewer petition process is used to provide sewer service to applicants requesting to be connected to existing sanitary sewer services available in their area.

b. **Infiltration and Inflow(I/I), Capacity, and Rehabilitation Projects**

Projects in this category will help the county address I/I issues associated with its sanitary sewer collection system, which will aide in reducing sanitary sewer spills and overflows. Other projects in this category will increase sewer capacity to meet current and future sewage flow demands. This category will also rehab and replace sewers that have reached the end of their useful life or can no meet the current design flow capacity of the system.

c. **Lower Crooked Creek Lift Station Replacement/Gravity**

Lower Crooked Creek Lifts stations one (1), two (2), and three (3) are all over 30 years in age and are in need of replacement. After the study has been completed a recommendation will be made as to how and which lift station(s) should be replaced. The evaluation will also look into eliminating some of the stations and conveying the sewage via gravity flow.

d. **Redirect Sewer Flow from Gwinnett County**

Gwinnett County has requested that all sewer flows collected and conveyed from Lucky Shoals and Camp Creek basins to Gwinnett County for treatment and disposal be redirected back to DeKalb County for treatment and disposal.