



**DeKalb County  
Department of Purchasing and Contracting**

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**August 21, 2017**

**REQUEST FOR PROPOSALS (RFP) NO. 17-500454**

**FOR**

**ARCHITECTURAL, ENGINEERING AND PLANNING CONSULTANT  
SERVICES FOR DEKALB PEACHTREE AIRPORT**

Procurement Agent: Nyree A. Pugh  
Phone: 404-371-3644  
Email: npugh@dekalbcountyga.gov

**MANDATORY Pre-Proposal  
Conference and Site Visit:** 2:00 P.M. ET, Wednesday, August 30, 2017, at  
DeKalb Peachtree Airport, Airport Administration  
Building, Conference Room 227, located at 2000  
Airport Road, Atlanta, GA 30341

Deadline for Submission of Questions: 5:00 P.M. ET, September 5, 2017

**Deadline for Receipt of Proposals: 3:00 P.M. ET, September 19, 2017**

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

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August 21, 2017

**REQUEST FOR PROPOSAL (RFP) No. 17-500454**

**FOR**

**ARCHITECTURAL, ENGINEERING AND PLANNING CONSULTANT SERVICES  
FOR DEKALB PEACHTREE AIRPORT**

**DEKALB COUNTY, GEORGIA**

DeKalb County is the Sponsor/Owner-Operator of the DeKalb Peachtree Airport (PDK). As such, DeKalb County Government (the County) requests qualified individuals and firms with experience in Architectural, Engineering and Planning Consultant Services to submit proposals for professional Architectural, Engineering and Planning Consultant Services at DeKalb Peachtree Airport.

Services shall include, but not be limited to planning services, providing drawings, reports, plans, engineering documents and specifications, and resident engineering services.

Consultant shall assist in the processing of Federal Aviation Administration (FAA) Grant Applications and Georgia Department of Transportation (GDOT) Applications for multiple airport rehabilitations, planning and construction projects in accordance with the specifications listed in applicable Federal Aviation Administration (FAA) Advisory Circulars and those contained in the Statement of Work of this RFP.

**I. INTRODUCTION**

- A. The Consultant shall provide all services as specified herein. Services shall include all necessary travel and conferences, planning services, the preparation of drawings, reports, plans, engineering documents, specifications, contract documents, resident engineering services, preparation of FAA Grant Applications, and preparation of GDOT Grant Applications, as requested, for multiple rehabilitation and construction projects at DeKalb Peachtree Airport, DeKalb County, Georgia.

- B. This solicitation and selection process are intended to be in compliance with the FAA Advisory Circular entitled “Architectural, Engineering, and Planning (AE&P) Consultant Services for Airport Grant Projects”. Airport Advisory Circular (A/C) 150 5100-14 Series.
- C. The County reserves the right to make multiple awards.
- D. The following Required Documents Checklist includes a list of attachments which **must** be completed and returned with Responder’s technical proposal:

<b>Required Documents</b>	<b>Attachment</b>
Contractor Reference and Release Form	B
Subcontractor Reference and Release Form (make additional copies as needed)	C
Responder Affidavit	E
First Source Jobs Ordinance Acknowledgement Form (with Exhibits 1-4)	F
Preferred Employee Tracking Form	G
Exceptions to the Standard County Contract, if any	

- E. The services shall commence within ten (10) calendar days after acknowledgement of receipt of written notice to proceed and shall be for a term of one (1) year. The contract may be automatically renewed for four (4) successive terms upon the same terms and conditions stated in the contract.
- F. The County reserves the right to make one (1) award or multiple awards.

**II. STATEMENT OF WORK**

The successful responder shall provide all services and all things necessary to provide professional architectural, engineering and planning consultant services at DeKalb Peachtree Airport, in accordance with the following:

- A. Time Frames and Completion Time:
  - 1. The expected schedule of projects will be established as Federal, State and local funding becomes available.
  - 2. Projects will be identified on an “as needed” basis.
- B. Proposed Payment and Fee Schedules:
  - 1. In accordance with the FAA Advisory Circular (A/C) 150 5100-14 Series, fees cannot be a consideration in consultant selection. Fees will be negotiated by the Airport Director after the committee makes its selection(s).
  - 2. A fee/cost estimate analysis must be performed as services are requested.

C. The following is a sample listing of the projects requiring engineering services that are anticipated over the next five (5) years and is not all inclusive:

1. Safety Related Projects. These include any Runway Safety Area (RSA), Object Free Area (OFA), approach clearance, and/or any projects related to the current and future design of the Airport.
2. Drainage and Infrastructure Repairs. May include the visual inspection of all drainpipes, and is applicable to any areas of the airport, i.e. landside, airside, etc.
3. Rehabilitation of Runways, Taxiways, Aprons, and Ramps. This includes any helipad and/or hover taxiway area and all airfield lighting, signage, and electrical repairs and/or upgrades.
4. Road, Vehicle Parking Lot Rehabilitation and Remarking. As required to repair or replace old pavement at numerous locations.
5. Airport Security. May include: personnel and vehicular access controls; lighting; identification and/or installation and maintenance of any gates; any and all security and safety related projects required and/or mandated by the airport sponsor, State of Georgia, or Federal government agency.
6. T-Hangar / T-Hangar Shed Construction Plans. To build covered aircraft parking areas for general aviation type aircraft.
7. Rubber Removal and/or Remarking of Runways and Taxiways.
8. T-Hangar Renovation.
9. Obstruction Survey.
10. Other Recommendations. Additional services and tasks that maybe come necessary as defined by the Airport.

D. Architectural, Engineering Services (A/E), and Planning Consultant Services include the basic A/E and project management services normally required for Airport development projects, including architectural, civil, structural, mechanical, and electrical engineering. Basic A/E services are conducted in four (4) distinct and sequential phases:

1. Preliminary Phase. This phase involves those activities required for defining the scope of a project and establishing preliminary requirements including, without limitation, the following:
  - a. Conferring with the Sponsor on project requirements, programming, finances, schedules, early phases of the project, and other pertinent matters;

meeting with FAA and other concerned agencies and parties on matters affecting the project.

- b. Planning, procuring, and/or preparing necessary surveys, geotechnical engineering investigations, field investigations, and architectural and engineering studies required for preliminary design considerations.
  - c. Developing design schematics, sketches, environmental and aesthetic considerations, project recommendations and preliminary layouts and cost estimates.
  - d. Assisting the Sponsor in the preparation of necessary pre-applications, applications, and required documents for federal and state grants, including Disadvantaged Business Enterprise (DBE) plan and goals, and exhibits.
2. Design Phase. The design will take advantage of knowledge and experience and utilize expertise gathered from recent construction projects to design a cost-effective project. This phase involves all activities required to undertake and accomplish a full and complete project design including, without limitation, the following:
- a. Meetings and design conferences to obtain information and to coordinate or resolve design matters.
  - b. Collecting engineering data and undertaking field investigations; geotechnical engineering and surveys; and architectural, engineering, and environmental studies.
  - c. Preparing necessary engineering reports and recommendations.
  - d. Preparing detailed plans, specifications, and cost estimates. Conducting a detailed value engineering analysis, if applicable and requested.
  - e. Printing and providing necessary copies of engineering drawings and contract specifications.
3. Bidding or Negotiation Phase. This phase involves assisting Department of Purchasing and Contracting, as needed, with providing sets of plans and specifications for this phase, and all bid documents; negotiating for services, analyzing bid results, furnishing recommendations on the award of contracts; and preparing contract documents.
4. Construction Phase. This phase involves all basic services rendered after the award of a construction contract including, without limitation, as follows:

- a. Providing consultation and advice to the Sponsor during all phases of construction.
  - b. Representing the Sponsor at pre-construction conferences.
  - c. Onsite construction inspection and management involving the services of a resident engineer, inspector; or manager, periodically during the construction or installation phase of a project, and providing appropriate reports to the Sponsor. These services include working with and/or advising the sponsor about any and all safety and risk management issues and concerns directly relating to an ongoing project and those involving the safe and efficient operation of the airport overall during preparation for construction – mobilization; construction; and post-construction – demobilization timeframes of the project.
  - d. Reviewing and approving shop and erection drawings submitted by contractors for compliance with design concept.
  - e. Reviewing, analyzing, and approving laboratory and mill test reports of materials and equipment.
  - f. Preparing and negotiating change orders and supplemental agreements.
  - g. Observing or reviewing performance tests required by specifications.
  - h. Determining payment amounts to contractors, and assisting Sponsor in the preparation of payment requests for amounts reimbursable from grant projects.
  - i. Conducting wage rate interviews in accordance with Federal standards.
  - j. Making final inspection and submitting a report of the completed project to the Sponsor.
  - k. Preparing all Federal Aviation Administration (FAA) and Georgia Department of Transportation (GDOT) grant close-out documentation.
  - l. Maintain a project file of all records necessary to meet FAA, GDOT, and local audit requirements.
- E. Special Services. These services are performed by the Consultant (or through subcontractors) from time to time at the request of Sponsor and may include, without limitation, as follows:
- 1. Soils investigation, including core sampling, laboratory tests, related analyses, and

reports for DeKalb Peachtree Airport.

2. Detailed mill, shop, and/or laboratory inspections of materials and equipment.
  3. Land surveys and topographic maps for DeKalb Peachtree Airport.
  4. Field and/or construction surveys.
  5. Photogrammetry surveys.
  6. Onsite construction inspection and/or management involving the services of a full-time or part-time resident engineer(s), inspector(s) or manager(s) during the construction or installation phase of a project. (This differs from the periodic inspection responsibilities included as part of the basic services.)
  7. Environmental studies and assessment reports for specific development projects.
  8. Expert witness testimony in litigation involving specific projects.
  9. Project feasibility studies.
  10. Public information activities, studies, and surveys.
  11. Preparation of “as-built” plans.
  12. Assisting the Sponsor in the preparation of necessary applications for local, state, and Federal grants.
  13. Preparation of or updating the Airport Layout Plan (ALP).
  14. Preparation of property maps.
  15. Preparation of Quality Control Plan.
  16. Miscellaneous plans, studies, and assessment reports including environmental, noise, etc.
  17. Assist Sponsor in specifications for procurement purposes of airport equipment (i.e. pavement sweeper, Airport Rescue and Fire Fighting (ARFF), etc.)
- F. Incidental Services include activities or studies outside the scope of the basic design, planning, and management services outlined above, but which may logically and justifiably be performed by the Consultant in connection with these basic services on a specific project. Consultants performing these services may be employed by the principal Consultants on a subcontract arrangement, or these services may be performed by the



principal Consultant. Examples of incidental services are: studies, investigations, tests, evaluations, construction phase services, laboratory services, land surveys and topographic maps, field and construction surveys, miscellaneous planning, conceptual designs and value engineering.

G. Planning Services. This category involves studies under the broad heading of Airport system and master planning and includes, without limitation, as follows:

1. Study designs to establish the framework and detailed work program.
2. Airport data collection and facility inventories.
3. Aeronautical activity forecasts and demand/capacity.
4. Facility requirements determination.
5. Airport layout and terminal area plans development.
6. Environmental assessment studies/reports, Airport noise compatibility plans Federal Aviation Regulations (FAR) Part 150 studies, and other environmental related studies.
7. Compatible land-use planning in the vicinity of the Airport.
8. Airport development schedules and cost estimates.
9. Airport financial planning.
10. Participation in public information programs and/or public hearings relating to Airport development and planning projects.

H. Limitations.

1. Responders are advised that the work will be accomplished during several grant projects.
2. Responders are advised that some of the services may not be required and that the Sponsor reserves the right to initiate additional procurement action for any additional services.
3. The services are limited to those projects, which are expected to be initiated within five (5) years of the date the contract is signed by the Consultant. Consultant shall fully complete any and all work initiated during the term of the contract, as authorized by the County.

4. The County reserves the right to authorize any and all work.

I. Transition Plan.

1. Transition on Commencement of Contract

Upon commencement of services, the Consultant shall coordinate and cooperate with the County's existing Consultant to ensure a smooth and orderly transition with uninterrupted services. If requested by the County, the successful Consultant shall name a Transition Manager, who shall have responsibility for transition activities. Within fourteen (14) days after Notice to Proceed, the Consultant shall meet with the Airport Director to discuss a transition plan. The final transition plan shall include, but will not be limited to, details for coordinating projects that may be in progress and for upcoming projects. The County may request additional information as deemed necessary.

2. Transition and Continuity of Service upon Expiration of Contract

The Consultant agrees that continuity of services is important to the County and the operation of DeKalb Peachtree Airport. Upon expiration of its contract, Consultant agrees to:

- a. Exercise best efforts and cooperation for an orderly and efficient transition of service; and,
- b. Negotiate a plan, in good faith, with successor to determine the nature and extent of the phase-in, phase-out services required. The plan shall specify a date for work described in the plan and shall be subject to approval by the Airport Director. The existing Consultant shall provide sufficient experienced personnel during the phase-in and phase-out periods to ensure the services called for in the contract are maintained at the highest level of proficiency.

**III. PROPOSAL FORMAT**

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

**A. Technical Proposal**

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

- 1. Technical Proposals must be submitted in a sealed envelope(s) or box(es) with the responder's name and "Request for Proposals No. 17-500454 for Architectural, Engineering and Planning Consultant Services at DeKalb Peachtree Airport" on the outside of each envelope or box.

2. The selection of the consultant shall be based on a comparative analysis of the professional qualifications necessary for satisfactory performance of the services required. There are no restrictions on the number of pages presented in the submittal. However, it is strongly recommended that prospective responders be concise, specific, and innovative in the submittal.
3. Prospective responders shall submit a Statement of Qualifications/Experience for RFP No. **17-500454** for Architectural, Engineering and Planning Consultant Services at DeKalb Peachtree Airport. Statement shall be in the following format and shall include, but is not limited to the following information.
  - a. General description of firm: Include company organizational structure; company history and background; size of company; recent experience in comparable airport/aviation projects and other public projects; experience and familiarity with projects at a general aviation reliever airport of similar size, complexity, location; experience with Federal government projects, specifically Department of Transportation/Federal Aviation Administration (DOT/FAA).
  - b. Knowledge, experience and capability to successfully perform and/or administer all of the described Statement of Work (Section II of RFP, above).
  - c. Affiliations with other firm(s): Identify other firms that you plan to subcontract or joint venture with, for this professional services contract.
  - d. Identify key person(s) in firm(s) who will work on the design, and field engineering and/or planning portion of the projects, and who will be directly in charge of the project; describe the roles these key persons will fill, their backgrounds and their experience.
  - e. Quality of Projects Completed: Reference checks from similar projects will be used to determine suitability of the proposer to perform task associated with this project. (Refer to Paragraph 4 below.)
  - f. Technical Approach: A brief discussion of the tasks or steps that the Consultant will undertake to accomplish the work described in the scope of work.
  - g. Value Engineering: If/when a value engineering study is desired, a brief discussion of the capability training and experience to undertake such studies.
  - h. Demonstrated capability to meet schedules/deadlines, without delays, cost escalations or overruns and contractor claims.
  - i. Brief authoritative review of, comments on and constructive criticism, if any, on the attached five (5) years of DeKalb Peachtree Airport (PDK) Capital Improvements (CIP) FY 2018-2022 identified as Attachment A to this RFP.

j. Approach to obtaining DBE participation and evidence that the Consultant has made good faith efforts in meeting DBE goals on prior projects (Reference 49CFR Part 26.53).

k. Evidence of general liability and professional liability insurance.

4. References:

a. Responder shall provide three (3) references for other similar airport projects (include name of airport, contact person, airport project(s), mailing address, phone, facsimile numbers, and Email address). Use the *Contractor Reference and Release Form* attached hereto as Attachment B.

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 C, Subcontractor Reference and Release Form. Make additional copies as needed.

5. Provide the following information: Are you a DeKalb County Firm? Yes/No.

**B. 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 which is a part of Attachment E, *Sample County Contract with General Requirements for Construction*. In order for a Proposal to be considered, it is **mandatory** that the *Responder Affidavit*, Attachment F, be completed and submitted with responder's proposal.

**C. Fees for Services:** Costs will be negotiated between the Consultant and the County, following review and rating by an evaluation committee (Refer to Section VI. Award of Contract).

The negotiation of the fees for services is limited to the services expected to be performed under the first (1<sup>st</sup>) year (initial) grant.

If the County/Sponsor and the "highest rated" firm(s) cannot agree upon a price for services, negotiations with that firm will be terminated. Price negotiations are then entered into with the second "best-qualified" firm as determined by the Evaluation Committee. The same procedures will be followed with the third and fourth firm(s), if

applicable, and so on until a fair and reasonable price can be negotiated with a qualified firm. However, once negotiations have been terminated with a firm and begun with another firm, they will not be reopened with the former firm. The County reserves the right to cancel the complete RFP action and initiate a new procurement action or cancel the procurement action in its entirety if the County determines that fair and reasonable prices cannot be obtained in the negotiations.

If in the subsequent years of a contract a fee cannot be agreed upon between the Sponsor and the initially selected firm(s), then negotiations will be terminated with that firm(s). Rather than entering into negotiations with the firm ranked next highest during the initial selection process as explained above, a new procurement action may be initiated. However, if multiple firms are selected, the County reserves the right to negotiate a contract fee for these services with those second, third or fourth firm, dependent on the proposed Scope of Work without having to enter into a new procurement action if that firm was contracted during the initial procurement cycle.

Costs will be renegotiated for each twelve (12) month term, sixty days prior to the beginning of the term to which they apply.

The negotiation of fees for subsequent services, i.e. services included in the procurement action but not in the initial contract, shall occur at the time those services are needed. A fee estimate shall be performed for each of these negotiations

#### **IV. CRITERIA FOR EVALUATION**

The following selection criteria will be used as the basis for the evaluation of proposals.

The criteria are listed in order of importance. In accordance with FAA regulations, costs are not a part of the selection criteria. Fees will be negotiated as outlined in Section III D, Fees for Services, above.

The following criteria shall be used to select the Consultant:

- A. Capability of Consultant and proposed subcontractor(s) to perform all or most aspects of the projects such as drawings, reports, plans, engineering documents, specifications, FAA and GDOT Grant Applications, resident engineering services, and demonstrated capability to properly administer projects funded by the FAA.
- B. Familiarity with the geographic location of the Airport and its surrounding areas, zoning, land use, familiarity with high traffic volume general aviation reliever airports, and demonstrated understanding of the project's potential problems and the Sponsor's special concerns.
- C. Successful completion of projects previously undertaken.

- D. Capacity of a branch office which will do the work to perform independently of the home office, or conversely, its capability to obtain necessary support from the home office.
- E. Current workload and demonstrated ability to meet schedules or deadlines, and to complete projects without having major cost escalations, overruns, or claims.
- F. Consultant's and proposed subcontractors' reputation for personal and professional integrity and competence based on past projects completed.
- G. Number of years Consultant and proposed subcontractors have had experience in Airport construction type projects, recent experience in Airport projects comparable to the proposed projects, and the quality of the projects previously undertaken.
- H. Key personnel's professional background and successful relevant experience.
- I. Evidence that the Consultant has made good faith efforts in meeting DBE goals (Reference 49 CFR Part 26.53).

## **V. CONTRACT ADMINISTRATION**

### **A. Standard County Contract**

The attached sample contract is the County's standard contract document (see Attachment E), 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. Mandatory Federal Contract Provisions for Professional Services Architectural/Engineering (A/E) Contracts**

Federal laws and regulations prescribe that certain provisions be included in federally funded contracts. The term "contracts" includes subcontracts.

The provisions that pertain to consultant contracts, including the source of each requirement are listed below. The specific wording of Federal contract provisions is available on the FAA website – [www.faa.gov](http://www.faa.gov).

Provisions for all A/E contracts:

Civil Rights Act of 1964, Title VI	
Contractor Contractual Requirements	49 CFR Part 21
Airport & Airway Improvement Act of 1982, Section 520	49 USC § 47123
Disadvantaged Business Enterprise	49 CFR Part 26
Lobbying and Influencing Federal Employees	49 CFR Part 20
Access to Records and Reports	49 CFR § 18.36
Breach of Contract Terms	49 CFR § 18.36
Rights to Inventions	49 CFR § 18.36
Trade Restriction Clause	49 CFR Part 30

Additional provisions for A/E contracts exceeding \$10,000:

Termination of Contract	49 CFR §18.36
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Additional provision for A/E contracts exceeding \$25,000:

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion	49 CFR Part 29
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**C. Submittal Instructions**

**One (1) original Technical Proposal stamped “Original” and Eight (8) compact discs with each disc containing an identical copy of the Technical Proposal** must be submitted to the following address no later than 3:00 p.m. on **September 19<sup>th</sup>, 2017**.

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

Proposals must be clearly identified on the outside of the packaging with the responder’s name and “Request for Proposals No. **17-500454** for Architectural, Engineering and Planning Consultant Services at DeKalb Peachtree Airport” on the outside of the envelope(s) or box(es).

**D. Mandatory Pre-Proposal Conference**

A **mandatory** pre-proposal conference will be held at **2:00 p.m. EST** on the **30<sup>th</sup>** day of **August, 2017**, at DeKalb Peachtree Airport, Conference Room 227, 2000 Airport Road, Chamblee, Georgia 30341. Interested responders must attend and participate in the

mandatory pre-proposal conference. For information regarding the mandatory pre-proposal conference, please contact Nyree A. Pugh at [npugh@dekalbcountyga.gov](mailto:npugh@dekalbcountyga.gov).

#### **E. Questions**

All questions concerning the Project and requests for interpretation of the Contract may be asked and answered at the pre-bid conference; however, oral answers are not authoritative. Questions must be submitted to Nyree A. Pugh, via email to [npugh@dekalbcountyga.gov](mailto:npugh@dekalbcountyga.gov), no later than close of business on **September 4<sup>th</sup>, 2017**. 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.

#### **F. 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 the addenda and submit to the Department of Purchasing and Contracting as requested. Responder may call Nyree A. Pugh at 404-371-3644 or send an email to [npugh@dekalbcountyga.gov](mailto:npugh@dekalbcountyga.gov) to verify the number of addenda prior to submission. Addenda issued for this project may be found on DeKalb County's website, [http://www.dekalbcountyga.gov/purchasing/pc\\_formal\\_solicitation\\_current\\_bids.html](http://www.dekalbcountyga.gov/purchasing/pc_formal_solicitation_current_bids.html).

#### **G. 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.

#### **H. 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.

#### **I. 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.

#### **J. 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.

**K. 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. For more information on this Ordinance requirement, please contact DeKalb Workforce Development at 404.687.3400.

Responder shall complete the First Source Jobs Ordinance Acknowledgement Form attached to this RFP as Attachment G.

**L. Preferred Employees**

Contractors, subcontractors, and independent contractors bidding on this contract will be **encouraged** by DeKalb County to have 25% or more of their labor force consisting of Preferred Entry Level Employees selected from the First Source Registry and trained by a U.S. Department of Labor registered apprenticeship program.

For information on Preferred Employees, please contact DeKalb County Workforce Development by telephone at 404-687-3417 or 404-687-7171.

Responder shall complete the Preferred Employee Tracking Form attached to this RFP as Attachment H.

**M. Business License**

Upon award of the contract, successful responder shall submit a copy of its valid company business license. 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 which is licensed 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.

## **N. 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.

## **VI. AWARD OF CONTRACT**

An evaluation committee will review and rate all proposals and may determine an interview list of the firms whose proposals are highest rated based on qualifications and information provided in Section III, Proposal Format, and Section IV, Criteria for Evaluation.

Interview listed firms may be scheduled for an oral presentation to the evaluation committee, not to exceed one hour's duration, in order 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.**

Sincerely,

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Nyree A. Pugh  
Senior Procurement Agent  
Department of Purchasing and Contracting

- Attachment A: DeKalb Peachtree Airport (PDK) Capital Improvements  
Plan (CIP) FY 2018-2022
- Attachment B: Contractor Reference and Release Form
- Attachment C: Subcontractor Reference and Release Form
- Attachment D: Sample County Contract with General Requirements for Construction
- Attachment E: Responder Affidavit
- Attachment F: First Source Jobs Ordinance Acknowledgement
- Attachment G: Preferred Employee Tracking Form

**ATTACHMENT A**  
**(consisting of two (2) pages)**

**DEKALB PEACHTREE AIRPORT (PDK) CAPITAL IMPROVEMENTS PLAN (CIP)**  
**FY 2018 - 2022**

**ATTACHMENT A**

**DEKALB PEACHTREE AIRPORT (PDK) CAPITAL IMPROVEMENTS PLAN (CIP) FY 2018-2022**

Note: This CIP is for information purposes only. The project list shown is subject to change and projects not shown such as Planning and Environmental projects are still considered part of the airports 5 year Capital Improvement Plan.

PDK	DEKALB - PEACHTREE AIRPORT (PDK)					
	ACIP UPDATE FY 2018 - FY 2022 (State Fiscal Year)					
PRIORITY	PROJECT	SOURCE	TOTAL COST	FAA FUNDS	STATE FUNDS	LOCAL FUNDS
<b>FY 2017 &amp; PRIOR</b>						
1A	Rehabilitate North & Northeast Quadrant Taxiways & Tie-down Aprons	FEDERAL	\$3,000,000	\$2,700,000	\$0	\$300,000
1B	Rehabilitate North & Northeast Quadrant Taxiways & Tie-down Aprons	LOCAL	\$3,010,000	\$0	\$0	\$3,010,000
2	Southwest Quadrant Corporate Row Silework (Design)	LOCAL	\$321,000	\$0	\$0	\$321,000
3	Airport Stormwater Master Plan	LOCAL	\$133,000	\$0	\$0	\$133,000
4A	Runway Incursion Mitigation Improvements	FEDERAL	\$1,780,000	\$1,602,000	\$89,000	\$89,000
4B	Replace Airfield Regulators & Vault Improvements	FEDERAL	\$260,000	\$225,000	\$12,500	\$12,500
5	Installation of EMAS on Runway 3R End, including Localizer Relocation	FEDERAL	\$6,260,000	\$5,634,000	\$313,000	\$313,000
6	Inert Landfill Closure (North Quadrant)	LOCAL	\$1,250,000	\$0	\$0	\$1,250,000
7	Southwest Quadrant Development Program Sitework (Construction)	LOCAL	\$5,245,000	\$0	\$0	\$5,245,000
8	Inert Landfill Closure (South Quadrant)	LOCAL	\$1,750,000	\$0	\$0	\$1,750,000
9	Runway 3R / 21L Rubber Removal [ Keel Section Only ] & Re-Marking	STATE	\$160,000	\$0	\$120,000	\$40,000
<b>TOTAL - FY 2017 &amp; PRIOR</b>			<b>\$23,159,000</b>	<b>\$10,161,000</b>	<b>\$534,500</b>	<b>\$12,463,500</b>
<b>FY 2018</b>						
1	Runway 16 & 34 Safety Area Improvements	FEDERAL	\$5,025,000	\$4,522,500	\$261,250	\$261,250
2	Installation of Runway 21L MALSR Improvements, including Sitework, Powerline Burial, & New FAA ALS	FEDERAL	\$1,050,000	\$972,000	\$54,000	\$54,000
3**	Rehabilitate Taxiway Bravo (North)	FEDERAL	\$840,000	\$756,000	\$42,000	\$42,000
4	Runway 3R / 21L Rubber Removal [ Full Width & Length ] & Re-Marking	STATE	\$190,000	\$0	\$142,500	\$47,500
5	Southwest Quadrant Development Program Paving & Utilities - North Phase	LOCAL	\$4,501,000	\$0	\$0	\$4,501,000
<b>TOTAL - FY 2018</b>			<b>\$11,606,000</b>	<b>\$6,250,500</b>	<b>\$499,750</b>	<b>\$4,863,750</b>
Projects denoted by asterisks represent those projects that are also competing for STATE 75% / LOCAL 25% funding should that funding source become available.						
<b>FY 2019</b>						
1	Midfield Taxiway Improvements	FEDERAL	\$1,045,000	\$940,500	\$52,250	\$52,250
2	Airport Master Plan Update / Airport Layout Plan Update (Reimbursement)	FEDERAL	\$950,000	\$855,000	\$47,500	\$47,500
3	Rehabilitate Runway 16 / 34, including Connecting Taxiways	FEDERAL	\$2,383,000	\$2,144,700	\$119,150	\$119,150
4	Reconstruct Taxiway Kilo with Concrete	FEDERAL	\$1,807,000	\$1,626,300	\$80,350	\$80,350
5	Runway 3R / 21L Rubber Removal [ Keel Section Only ] & Re-Marking	STATE	\$160,000	\$0	\$120,000	\$40,000
6	Southeast Quadrant Development Program (Design)	LOCAL	\$256,000	\$0	\$0	\$256,000
<b>TOTAL - FY 2019</b>			<b>\$6,601,000</b>	<b>\$5,568,500</b>	<b>\$429,250</b>	<b>\$305,250</b>
<b>FY 2020</b>						
1	Airfield Lighting Rehabilitation	FEDERAL	\$1,545,000	\$1,390,500	\$77,250	\$77,250
2	Eastside Parallel Taxiway Construction - Phase 1 (South)	FEDERAL	\$4,882,000	\$4,393,800	\$244,100	\$244,100
3	Runway 3R / 21L Rubber Removal [ Full Width & Length ] & Re-Marking	STATE	\$190,000	\$0	\$142,500	\$47,500
4	Airfield Pavement Re-Marking (excluding Runway 3R / 21L)	STATE	\$279,000	\$0	\$209,250	\$69,750
5	Southeast Quadrant Development Program Paving, Hangars, & Utilities - South Phase	LOCAL	\$2,725,000	\$0	\$0	\$2,725,000
<b>TOTAL - FY 2020</b>			<b>\$9,621,000</b>	<b>\$6,784,300</b>	<b>\$573,000</b>	<b>\$3,163,600</b>

PDK		DEKALB - PEACHTREE AIRPORT (PDK)				
		ACIP UPDATE FY 2018 - FY 2022 (State Fiscal Year)				
PRIORITY	PROJECT	SOURCE	TOTAL COST	FAA FUNDS	STATE FUNDS	LOCAL FUNDS
<b>FY 2021</b>						
1	Eastside Parallel Taxiway Construction - Phase 2 (Midfield)	FEDERAL	\$4,400,000	\$3,980,000	\$220,000	\$220,000
2	Runway 3R / 21L Rubber Removal [ Keel Section Only ] & Re-Marking	STATE	\$160,000	\$0	\$120,000	\$40,000
3	Eastside Development Program - Hangar Development Area Sitework	LOCAL	\$1,800,000	\$0	\$0	\$1,800,000
4	Southwest Quadrant Development Program Paving & Utilities - South Phase	LOCAL	\$3,129,000	\$0	\$0	\$3,129,000
<b>TOTAL - FY 2021</b>			<b>\$9,489,000</b>	<b>\$3,980,000</b>	<b>\$340,000</b>	<b>\$5,169,000</b>
<b>FY 2022</b>						
1	Eastside Parallel Taxiway Construction - Phase 2 (North)	FEDERAL	\$4,391,000	\$3,951,500	\$219,550	\$219,550
2	Runway 3R / 21L Rubber Removal [ Full Width & Length ] & Re-Marking	STATE	\$190,000	\$0	\$142,500	\$47,500
3	Eastside Development Program - Entrance Road and Site Utilities	LOCAL	\$2,000,000	\$0	\$0	\$2,000,000
4	Southeast Quadrant Development Program Paving, Hangars, & Utilities - North Phase	LOCAL	\$3,876,000	\$0	\$0	\$3,876,000
<b>TOTAL - FY 2022</b>			<b>\$10,457,000</b>	<b>\$3,951,500</b>	<b>\$362,050</b>	<b>\$6,143,050</b>
<b>5-YEAR (FY 2018 - FY 2022) TOTAL PROGRAM</b>			<b>\$47,804,000</b>	<b>\$26,513,200</b>	<b>\$2,294,150</b>	<b>\$19,986,850</b>

**ATTACHMENT B  
CONTRACTOR REFERENCE AND RELEASE FORM**

List below at least three (3) references, including company name, contact name, address, email address, telephone numbers and contract period who can verify your experience and ability to perform the type of service listed in the solicitation.

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

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

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

**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 C**  
**SUBCONTRACTOR REFERENCE AND RELEASE FORM**

List below at least three (3) references, including company name, contact name, address, email address, telephone numbers and contract period who can verify your experience and ability to perform the type of service listed in the solicitation.

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

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

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

**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 D**

**SAMPLE COUNTY CONTRACT**  
**WITH GENERAL REQUIREMENTS FOR CONSTRUCTION**



**ATTACHMENT D – SAMPLE COUNTY CONTRACT**

**AGREEMENT FOR PROFESSIONAL SERVICES**

**DEKALB COUNTY, GEORGIA**

(a) 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 Georgia, with offices in DeKalb County, Georgia (hereinafter referred to as “Contractor” or “Consultant”), shall constitute the terms and conditions under which the Contractor shall provide Architectural, Engineering and Planning Consultant Services in DeKalb County, Georgia.

(b) 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 TIME**

(c) The Contractor shall commence the Work under this Agreement within ten (10) days from the acknowledgement of receipt of the Notice to Proceed. Contractor shall fully complete the Work within five (5) years from and including the acknowledgement of receipt of the Notice to Proceed. The Contract Time may be extended only by Change Order approved and executed by the DeKalb County Chief Executive Officer or his/her designee and the Contractor in accordance with the terms of this Contract.

**ARTICLE II. 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 31<sup>st</sup>, as required by O.C.G.A. § 36-60-13, as amended, unless terminated earlier in accordance with the termination provisions of this Contract; (ii) automatically renew on each January 1<sup>st</sup>, unless terminated in accordance with the termination provisions of this Contract; and (iii) terminate absolutely, with no further renewals, on December 31, 20XX, unless extended by Change Order adopted and approved by the DeKalb County Governing Authority and the Contractor in accordance with the terms of this Contract.

### ARTICLE III. PAYMENT

As full payment for the faithful performance of this Contract, the County shall pay the Contractor, the Contract Price, which is an amount not to exceed \_\_\_\_\_ (\$ \_\_\_\_\_), unless changed by written Change Order in accordance with the terms of this Contract. The term "Change Order" includes the term "amendment" and shall mean a written order authorizing a change in the Work, and an adjustment in Contract Price to Contractor or the Contract Term, as adopted and approved by the Contractor and the DeKalb County Governing Authority, or the Chief Executive Officer, if exempted from Governing Authority adoption and approval in accordance with the express terms of this Contract. The Chief Executive Officer or his/her designee shall have the authority to approve and execute a Change Order lowering the Contract Price or increasing the Contract Price up to twenty percent (20%) of the original Contract Price, provided that the total amount of the increase authorized by such Change Order is less than \$100,000.00. If the original Contract or Purchase Order Price does not exceed \$100,000.00, but the Change Order will make the total Contract Price exceed \$100,000.00, then the Change Order will require approval by official action of the Governing Authority. Any other increase of the Contract Price shall be by Change Order adopted and approved by the DeKalb County Governing Authority and the Contractor in accordance with the terms of this Contract.

(d) Amounts paid to the Contractor shall comply with and not exceed Attachment A, the Contractor's Schedule of Fees, consisting of \_\_\_\_\_ page(s) attached hereto and incorporated herein by reference. The Schedule of Fees applicable to the initial twelve (12) month period of performance of this Agreement is contained in Attachment A. The Schedule of Fees for the subsequent years of this Agreement shall be negotiated by the parties sixty (60) days prior to the beginning of the years to which they apply.

(e) The County, in consideration of the performance of the Contractor's undertakings under

(f) this Agreement, pursuant to Work Authorizations fully executed by the County and Contractor, shall pay the Contractor in accordance with the appropriate Schedule of Fees. The fee amount set forth in each Work Authorization shall constitute complete payment for all services furnished in connection with the work required to be performed under the Work Authorization. The County, to initiate performance under this Agreement, shall issue to the Contractor a Work Authorization, essentially in the format as set forth in Attachment A-1, Sample Work Authorization Form, attached hereto and incorporated herein as reference. Work Authorizations must be executed by the County and the

Contractor's authorized representative as set forth in the Agreement. The Contractor shall, upon receipt of each duly executed Work Authorization, perform the work described in the Work Authorization in accordance with the Contract Documents. The Work Authorization, at a minimum, shall contain the following information:

1. Project Identification Number and Title
2. Work Authorization Number
3. Assignment Description
4. Work Disciplines and Hourly Loaded Billing Rates for Same
5. SubContractor Billing Rates Plus Contractor's Administrative Fee
6. Direct Non-Salary Expenses
7. Time Schedule
8. Contract Number

(g) Specific Work Authorizations will have precedence over any interpretation within the Contract.

(h) 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: DeKalb Peachtree Airport  
2000 Airport Road, Suite 212  
Atlanta, Georgia 30341

(i) In case of termination of the Agreement before completion of the work, the Contractor will be paid only for the work completed as of the date of termination as determined by the County.

#### **ARTICLE IV. SCOPE OF WORK**

(j) The Contractor agrees to provide all \_\_\_\_\_ services in accordance with the County's Request for Proposals (RFP) No. XX-XXXXXX for Architectural, Engineering and Planning Consultant Services at DeKalb Peachtree Airport, 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.

(k) The Contractor's services shall include all things, personnel, and materials necessary to accomplish specific projects authorized by the County. The Contractor's services shall include any necessary travel and conferences, planning services, the preparation of drawings, reports, plans, engineering documents, specifications, contract documents, resident engineering services, and preparation of Federal Aviation

Administration (FAA) Grant Applications and preparation of Georgia Department of Transportation (GDOT) Grant Applications, as requested, for multiple repair and construction and/or planning projects at DeKalb Peachtree Airport, DeKalb County, Georgia.

G. The following is a sample listing of the projects requiring engineering services that are anticipated over the next five (5) years and is not all inclusive:

1. Safety Related Projects. These include any Runway Safety Area (RSA), Object Free Area (OFA), approach clearance, and/or any projects related to the current and future design of the Airport.
2. Drainage and Infrastructure Repairs. May include the visual inspection of all drainpipes, and is applicable to any areas of the airport, i.e. landside, airside, etc.
11. Rehabilitation of Runways, Taxiways, Aprons, and Ramps. This includes any helipad and/or hover taxiway area and all airfield lighting, signage, and electrical repairs and/or upgrades.
12. Road, Vehicle Parking Lot Rehabilitation and Remarking. As required to repair or replace old pavement at numerous locations.
13. Airport Security. May include: personnel and vehicular access controls; lighting; identification and/or installation and maintenance of any gates; any and all security and safety related projects required and/or mandated by the airport sponsor, State of Georgia, or Federal government agency.
14. T-Hangar / T-Hangar Shed Construction Plans. To build covered aircraft parking areas for general aviation type aircraft.
15. Rubber Removal and/or Remarking of Runways and Taxiways.
16. T-Hangar Renovation.
17. Obstruction Survey.
18. Other Recommendations. Additional services and tasks that maybe come necessary as defined by the Airport.

H. Architectural, Engineering Services (A/E), and Planning Consultant Services include the basic A/E and project management services normally required for Airport development projects, including architectural, civil, structural, mechanical, and electrical engineering. Basic A/E services are conducted in four (4) distinct and sequential phases:

1. Preliminary Phase. This phase involves those activities required for defining the scope of a project and establishing preliminary requirements including, without limitation, the following:

- a. Conferring with the Sponsor on project requirements, programming, finances, schedules, early phases of the project, and other pertinent matters; meeting with FAA and other concerned agencies and parties on matters affecting the project.
  - b. Planning, procuring, and/or preparing necessary surveys, geotechnical engineering investigations, field investigations, and architectural and engineering studies required for preliminary design considerations.
  - c. Developing design schematics, sketches, environmental and aesthetic considerations, project recommendations, and preliminary layouts and cost estimates.
  - d. Assisting the Sponsor in the preparation of necessary pre-applications, applications, and required documents for federal and state grants, including Disadvantaged Business Enterprise (DBE) plan and goals, and exhibits.
2. Design Phase. The design will take advantage of knowledge and experience and utilize expertise gathered from recent construction projects to design a cost-effective project. This phase involves all activities required to undertake and accomplish a full and complete project design including, without limitation, the following:
- a. Meetings and design conferences to obtain information and to coordinate or resolve design matters.
  - b. Collecting engineering data and undertaking field investigations; geotechnical engineering and surveys; and architectural, engineering, and environmental studies.
  - c. Preparing necessary engineering reports and recommendations.
  - d. Preparing detailed plans, specifications, and cost estimates. Conducting a detailed value engineering analysis, if applicable and requested.
  - e. Printing and providing necessary copies of engineering drawings and contract specifications.
3. Bidding or Negotiation Phase. This phase involves assisting Department of Purchasing and Contracting, as needed, with providing sets of plans and specifications for this phase, and all bid documents; negotiating for services, analyzing bid results, furnishing recommendations on the award of contracts; and preparing contract documents.
4. Construction Phase. This phase involves all basic services rendered after the award of a construction contract including, without limitation, as follows:

- m. Providing consultation and advice to the Sponsor during all phases of construction.
  - n. Representing the Sponsor at pre-construction conferences.
  - o. Onsite construction inspection and management involving the services of a resident engineer, inspector; or manager, periodically during the construction or installation phase of a project, and providing appropriate reports to the Sponsor. These services include working with and/or advising the sponsor about any and all safety and risk management issues and concerns directly relating to an ongoing project and those involving the safe and efficient operation of the airport overall during preparation for construction – mobilization; construction; and post-construction – demobilization timeframes of the project.
  - p. Reviewing and approving shop and erection drawings submitted by contractors for compliance with design concept.
  - q. Reviewing, analyzing, and approving laboratory and mill test reports of materials and equipment.
  - r. Preparing and negotiating change orders and supplemental agreements.
  - s. Observing or reviewing performance tests required by specifications.
  - t. Determining payment amounts to contractors, and assisting Sponsor in the preparation of payment requests for amounts reimbursable from grant projects.
  - u. Conducting wage rate interviews in accordance with Federal standards.
  - v. Making final inspection and submitting a report of the completed project to the Sponsor.
  - w. Preparing all Federal Aviation Administration (FAA) and Georgia Department of Transportation (GDOT) grant close-out documentation.
  - x. Maintain a project file of all records necessary to meet FAA, GDOT, and local audit requirements.
- C. Special Services. These services are performed by the Consultant (or through subcontractors) from time to time at the request of Sponsor and may include, without limitation, as follows:
- 1. Soils investigation, including core sampling, laboratory tests, related analyses, and reports for DeKalb Peachtree Airport.

2. Detailed mill, shop, and/or laboratory inspections of materials and equipment.
  3. Land surveys and topographic maps for DeKalb Peachtree Airport.
  4. Field and/or construction surveys.
  5. Photogrammetry surveys.
  6. Onsite construction inspection and/or management involving the services of a full-time or part-time resident engineer(s), inspector(s) or manager(s) during the construction or installation phase of a project. (This differs from the periodic inspection responsibilities included as part of the basic services.)
  7. Environmental studies and assessment reports for specific development projects.
  8. Expert witness testimony in litigation involving specific projects.
  9. Project feasibility studies.
  10. Public information activities, studies, and surveys.
  11. Preparation of “as-built” plans.
  12. Assisting the Sponsor in the preparation of necessary applications for local, state, and Federal grants.
  13. Preparation of or updating the Airport Layout Plan (ALP).
  14. Preparation of property maps.
  15. Preparation of Quality Control Plan.
  16. Miscellaneous plans, studies, and assessment reports including environmental, noise, etc.
  17. Assist Sponsor in specifications for procurement purposes of airport equipment (i.e. pavement sweeper, Airport Rescue and Fire Fighting (ARFF), etc.)
- D. Incidental Services include activities or studies outside the scope of the basic design, planning, and management services outlined above, but which may logically and justifiably be performed by the Consultant in connection with these basic services on a specific project. Consultants performing these services may be employed by the principal Consultants on a subcontract arrangement, or these services may be performed by the principal Consultant. Examples of incidental services are: studies, investigations, tests, evaluations, construction phase services, laboratory services, land surveys and topographic maps, field and construction surveys, miscellaneous planning,

conceptual designs and value engineering.

E. Planning Services. This category involves studies under the broad heading of Airport system and master planning and includes, without limitation, as follows:

1. Study designs to establish the framework and detailed work program.
2. Airport data collection and facility inventories.
3. Aeronautical activity forecasts and demand/capacity.
4. Facility requirements determination.
5. Airport layout and terminal area plans development.
6. Environmental assessment studies/reports, Airport noise compatibility plans Federal Aviation Regulations (FAR) Part 150 studies, and other environmental related studies.
7. Compatible land-use planning in the vicinity of the Airport.
8. Airport development schedules and cost estimates.
9. Airport financial planning.
10. Participation in public information programs and/or public hearings relating to Airport development and planning projects.

F. Limitations.

1. Responders are advised that the work will be accomplished during several grant projects.
2. Responders are advised that some of the services may not be required and that the Sponsor reserves the right to initiate additional procurement action for any additional services.
3. The services are limited to those projects, which are expected to be initiated within five (5) years of the date the contract is signed by the Consultant. Consultant shall fully complete any and all work initiated during the term of the contract, as authorized by the County.
4. The County reserves the right to authorize any and all work.



G. Transition Plan.

1. Transition on Commencement of Contract

Upon commencement of services, the Consultant shall coordinate and cooperate with the County's existing Consultant to ensure a smooth and orderly transition with uninterrupted services. If requested by the County, the successful Consultant shall name a Transition Manager, who shall have responsibility for transition activities. Within fourteen (14) days after Notice to Proceed, the Consultant shall meet with the Airport Director to discuss a transition plan. The final transition plan shall include, but will not be limited to, details for coordinating projects that may be in progress and for upcoming projects. The County may request additional information as deemed necessary.

2. Transition and Continuity of Service upon Expiration of Contract

The Consultant agrees that continuity of services is important to the County and the operation of DeKalb Peachtree Airport. Upon expiration of its contract, Consultant agrees to:

- b. Exercise best efforts and cooperation for an orderly and efficient transition of service; and,
- c. Negotiate a plan, in good faith, with successor to determine the nature and extent of the phase-in, phase-out services required. The plan shall specify a date for work described in the plan and shall be subject to approval by the Airport Director. The existing Consultant shall provide sufficient experienced personnel during the phase-in and phase-out periods to ensure the services called for in the contract are maintained at the highest level of proficiency.

(l)

(m) General Requirements for Construction contracts are attached hereto as Appendix III and incorporated herein by reference.

(n) **ARTICLE V. GENERAL CONDITIONS**

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

B. **Additional Work** The County shall in no way be held liable for any work performed under this section which has not first been approved in writing by the County in the manner required by applicable law and/or the terms of this Contract. The County may at any time order changes within the scope of the Work without invalidating the Contract upon seven (7) days written notice to the Contractor. The Contractor shall proceed with the performance of any changes in the Work so ordered by the County unless such change entitles the Contractor to a change in Contract Price, and/or Contract Term, in which event the Contractor shall give the County written notice thereof within fifteen (15) days after the receipt of the ordered change, and the Contractor shall not execute

such changes until it receives an executed Change Order from the County. No extra cost or extension of time shall be allowed unless approved by the County and authorized by execution of a Change Order. The parties' execution of any Change Order constitutes a final settlement of all matters relating to the change in the Work which is the subject of the Change Order. The County shall not be liable for payment for any work performed under this section which has not first been approved in writing by the County in the manner required by applicable law and/or the terms of this Contract.

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

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

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

E. **Successors and Assigns** The Contractor agrees it shall not sublet, assign, transfer, pledge, convey, sell, or otherwise dispose of the whole or any part of this Contract or his right, title, or interest therein to any person, firm, or corporation without the previous written consent of the County. If the County consents to any such assignment or transfer, then the Contractor binds itself, its partners, successors and assigns to all covenants of this Contract. Nothing contained in this

Contract shall create, nor be interpreted to create privity, or any other relationship whatsoever, between the County and any person, or entity or than Contractor.

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

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

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

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

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

1. Certificates of Insurance in companies doing business in Georgia and acceptable to

the County covering:

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

2. Additional Insured Requirement:

- (a) The County, its elected officials, officers, employees and agents, hereinafter referred to in this article and in the article entitled "Certificates of Insurance" as "the County and its officers" are to be named as additional insured on all policies of insurance except worker's compensation insurance with no cross suits exclusion. The County and its officers shall be included as additional insureds under commercial general liability and commercial umbrella insurance, for liabilities arising out of both the ongoing and completed operations of Contractor. Such additional insured coverage shall be endorsed to Contractor's policy by attachment of ISO Additional Insured Endorsement forms CG 20 10 10 01 (ongoing operations) and CG 20 37 10 01 (products-completed operations), or form(s) providing equivalent coverage.

- (b) All coverages required of the Contractor will be primary over any insurance or self-insurance program carried by the County.
  - (c) If the Contractor is a joint venture involving two (2) or more entities, then each independent entity will satisfy the limits and coverages specified here or the joint venture will be a named insured under each respective policy specified.
3. Fidelity Bond coverage shall be provided. Coverage limits shall not be less than the amount scheduled in the contract.
  4. Certificates of Insurance must be executed in accordance with the following provisions:
    - (o) Certificates to contain policy number, policy limits, and policy expiration date of all policies issued in accordance with this Agreement;
    - (p) 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, 2<sup>nd</sup> Floor  
1300 Commerce Drive  
Decatur, Georgia 30030**

3. 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.
4. The Contractor agrees to carry statutory Workers' Compensation Insurance and to have all subcontractors likewise carry statutory Workers' Compensation Insurance.
5. 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.
6. 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.

7. 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.

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

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

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

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

Attachment B. Contractor agrees that in the event it employs or contracts with any Subcontractor(s) in connection with this Contract, Contractor will secure from each Subcontractor an affidavit that certifies the Subcontractor's current and continuing compliance with O.C.G.A. §13-10-91 throughout the Contract Term. Any signed Subcontractor affidavit(s) obtained in connection with this Contract shall be attached hereto as Attachment C. Each Subcontractor agrees that in the event it employs or contracts with any sub-subcontractor(s), each Subcontractor will secure from each sub-subcontractor an affidavit that certifies the sub-subcontractor's current and continuing compliance with O.C.G.A. §13-10-91 throughout the Contract Term. Any signed sub-subcontractor affidavit(s) obtained in connection with this Contract shall be attached hereto as Attachment D.

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

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

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

P. **First Source Jobs Ordinance and Preferred Employees** The Contractor is required to comply with the DeKalb County First Source Jobs Ordinance, Code of DeKalb County as Revised 1988, section 2-231 *et seq.*, and among other things, is required to make a good faith effort to hire



DeKalb County residents for at least fifty percent 50% of all jobs created by an Eligible Project, as that term is defined in the First Source Ordinance, using the First Source Registry. Contractors, subcontractors, and independent contractors bidding on this contract will be encouraged by DeKalb County to have 25% or more of their labor forces for this project consist of Preferred Employees selected from the First Source Registry. The First Source Registry has Preferred Employees trained by U.S. Department of Labor registered apprenticeship programs and other partners. For information on Preferred Employees, please contact the DeKalb County Workforce Development by telephone at 404-687-3417 or 404-687-7171 or in person at 320 Church Street, Decatur, GA 30030.

Q. **Business License** Contractor shall submit a copy of its current, valid business license with this Contract. If the Contractor is a Georgia corporation, Contractor shall submit a valid county or city business license. If Contractor is a joint venture, Contractor shall submit valid business licenses for each member of the joint venture. If the Contractor is not a Georgia corporation, Contractor shall submit a certificate of authority to transact business in the state of Georgia and a copy of its current, valid business license issued by its home jurisdiction. If Contractor holds a professional license, then Contractor shall submit a copy of the valid professional license. Failure to provide the business license, certificate of authority, or professional license required by this section, may result in the Contract being terminated. Contractor shall ensure that any insurance, license, permit or certificate submitted in response to the County's 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 Fee Schedule; Appendix I, County's RFP; Appendix II, Contractor's Response; Appendix III, General Requirements for Construction, Attachment B, Contractor's Affidavit; Attachment C, Subcontractor's Affidavit(s); Attachment D, Sub-subcontractor's Affidavit(s); Attachment E, Certificate of Corporate **Authority or Joint Venture Certificate** and Attachment F, Sample Work Authorization Form.

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

and

Executive Assistant  
1300 Commerce Drive  
Decatur, Georgia 30030

With a copy to:

Acting Chief Procurement Officer  
1300 Commerce Drive, 2<sup>nd</sup> 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.

(q)

(r) [SIGNATURES CONTINUE ON NEXT PAGE]

SAMPLE

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

**DEKALB COUNTY, GEORGIA**

\_\_\_\_\_  
By: \_\_\_\_\_ (SEAL)  
Signature

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Federal Tax I.D. Number

\_\_\_\_\_  
by Dir. (SEAL)

MICHAEL L. THURMOND  
Chief Executive Officer  
DeKalb County, Georgia

**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:**

\_\_\_\_\_  
Department Director

**APPROVED AS TO FORM:**

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

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

**CERTIFICATE OF CORPORATE RESOLUTION**

I, \_\_\_\_\_, certify the following:

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

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

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

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

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

(CORPORATE  
SEAL)

\_\_\_\_\_  
(Secretary)

**ATTACHMENT A**

**Contractor's Fee Schedule**

SAMPLE

**ATTACHMENT A-1  
SAMPLE WORK AUTHORIZATION FORM  
DEKALB COUNTY, GEORGIA**

**TO:** (Consultant)

<b>Work Authorization No.</b> _____ _____ <b>Submittal Date</b> _____ <b>Date to Commence Services</b> _____
---

**SUBJECT:** Work Authorization for:

<b>Project Name (Title):</b> _____ _____ <b>Project Number:</b> _____ <b>Contract Number:</b> _____
--

You are hereby authorized to perform the following project scope of work services in accordance with the above referenced Contract executed \_\_\_\_\_ for Architectural, Engineering and Planning Consultant Services for DeKalb Peachtree Airport.

Payment will be in accordance with the above referenced Contract, as applicable.

**Description of Assignment:**

**Basis of Compensation / Period of Services:**

- 1) Compensation:  
Total Not to Exceed Cost - \$ \_\_\_\_\_
- 2) Schedule:

**Special Provisions:**

Agreed as to scope of services, time, schedule, and cost, this \_\_\_ day of \_\_\_\_\_, 20\_\_.

**DEKALB COUNTY, GEORGIA**

**(CONSULTANT)**

\_\_\_\_\_ **by Dir. (SEAL)**  
MICHAEL L. THURMOND  
Chief Executive Officer  
DeKalb County, Georgia  
Date: \_\_\_\_\_

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

**ATTEST:**

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

**APPROVED AS TO SUBSTANCE:**

\_\_\_\_\_  
Department Director

**ATTACHMENT B**

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

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

\_\_\_\_\_  
Federal Work Authorization User Identification Number

\_\_\_\_\_  
Date of Authorization

\_\_\_\_\_  
Name of Contractor

\_\_\_\_\_  
Name of Project  
DeKalb County Georgia Government

\_\_\_\_\_  
Name of Public Employer

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

Executed on \_\_\_\_\_, 20\_\_ in \_\_\_\_\_(city), \_\_\_\_\_(state).

By: \_\_\_\_\_  
Signature of Authorized Officer or Agent

\_\_\_\_\_  
Printed Name and Title of Authorized Officer or Agent

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

\_\_\_\_\_  
NOTARY PUBLIC  
My Commission Expires:  
\_\_\_\_\_



## ATTACHMENT C

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

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

\_\_\_\_\_  
Federal Work Authorization User Identification Number

\_\_\_\_\_  
Date of Authorization

\_\_\_\_\_  
Name of Subcontractor

\_\_\_\_\_  
Name of Project

DeKalb County Georgia Government \_\_\_\_\_  
Name of Public Employer

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

Executed on \_\_\_\_\_, 20\_\_ in \_\_\_\_\_(city), \_\_\_\_\_(state).

By: \_\_\_\_\_  
Signature of Authorized Officer or Agent

\_\_\_\_\_  
Printed Name and Title of Authorized Officer or Agent

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

\_\_\_\_\_  
NOTARY PUBLIC  
My Commission Expires:

## ATTACHMENT D

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

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

\_\_\_\_\_  
Federal Work Authorization User Identification Number

\_\_\_\_\_  
Date of Authorization

\_\_\_\_\_  
Name of Sub-subcontractor

\_\_\_\_\_  
Name of Project

DeKalb County Georgia Government \_\_\_\_\_

\_\_\_\_\_  
Name of Public Employer

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

Executed on \_\_\_\_\_, 20\_\_ in \_\_\_\_\_(city), \_\_\_\_\_(state).

By: \_\_\_\_\_  
Signature of Authorized Officer or Agent

\_\_\_\_\_  
Printed Name and Title of Authorized Officer or Agent

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

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires: \_\_\_\_\_

**APPENDIX I**

“Excerpts from the Contractor’s  
Response to the County’s Request  
for Proposals (RFP) No. XX-XXXXXX”

**APPENDIX II**

## **APPENDIX III**

### General Requirements for Construction

**GENERAL REQUIREMENTS FOR CONSTRUCTION**

**INDEX TO GENERAL REQUIREMENTS**

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

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

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

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

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

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

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

“Change Order” includes the term “amendment” and shall mean a written order authorizing a change in the Work, if applicable, and an adjustment in the Contract Price, Contract Time or Contract Term, as adopted and approved by the Contractor and the DeKalb County Governing Authority, or the Chief Executive Officer, if exempted from Governing Authority adoption and approval in accordance with the express terms of this Contract.

“Contract” or “Agreement” shall consist of the written Contract executed by the parties, all attachments to the Contract, Change Orders, Field Orders, and the Bid Document Package. The intent of these documents is for the Contractor to furnish all materials, appliances, tools, labor



and services of every kind necessary for the proper execution of the Work, and the terms and conditions of payment therefore.

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

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

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

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

“County” shall mean DeKalb County, Georgia.

“Day(s)” shall mean calendar day(s).

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## **GR-3. CONTRACTOR’S OBLIGATIONS**

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

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

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

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

- A. All changes, alterations, or instructions in regard to any feature of the Work that differ from the Drawings and Specifications must be approved in writing by Field Order or Change Order in all cases. No verbal instruction or order will be regarded as a basis for a claim for extra compensation or time.
- B. If a minor change in the Work is found to be necessary due to actual field conditions, the Contractor shall submit detailed drawings and written notification of the problems necessitating such departure for approval by the County before making the change. If the Contractor fails to make such request, no excuse will be entertained thereafter for Contractor’s failure to carry out the Work in the required manner and to provide required guarantees, warranties, and Bonds, and Contractor shall not be entitled to any change in the Contract Price, Contract Time or the Contract Term.
- C. The County may at any time, by issuing a Field Order, make changes in the details of the Work. The Contractor shall proceed with the performance of any changes in the Work so ordered by the County unless such Field Order entitles the Contractor to a change in Contract Price, Time, and/or Term, in which event the Contractor shall give the County written notice thereof within fifteen (15) days after the receipt of the ordered change, and the Contractor shall not execute such

changes until it receives an executed Change Order from the County. No extra cost or extension of time shall be allowed unless approved by the County and authorized by execution of a Change Order.

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

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

- A. The Contractor understands and agrees that the date of the beginning of Work, rate of progress, and time for completion of the Work are essential conditions of this Contract.
- B. The Contractor agrees that the Work shall be executed regularly, diligently, and uninterrupted at such rate of progress as will insure its full completion thereof within the Contract Time. It is expressly understood and agreed, by and between the Contractor and the County, that the time for the completion of the Work described herein is a reasonable time for the completion of the same, taking into consideration the average climate range and usual industrial conditions prevailing in this locality.
- C. If extraordinary adverse weather conditions are the basis for a claim for additional

time, such claim shall be supported by the attachment of records of the National Oceanic and Atmospheric Administration showing meaningful variances from historic trends thereby substantiating the fact that weather conditions were abnormal for the period of time, could not have been reasonably anticipated and had an adverse effect on the scheduled construction activities. The Contractor shall be entitled to an extension of the Contract Time only for extraordinary adverse weather conditions that unavoidably delay activities scheduled at that time, and then only for the number of days of delay which are due solely to such extraordinary adverse weather conditions. The Contractor is not entitled to any costs associated with extraordinary adverse weather conditions.

- D. The County shall not be liable to the Contractor or any Subcontractor for claims or damages of any nature caused by or arising out of delays, regardless of cause. The sole remedy against the County for delays shall be the allowance of additional time for completion of the Work, the amount of which shall be based on actual and unavoidable delay.

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

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

the various parts of the Work will start, and the estimated date of completion of each part. It shall also depict all requisite shop drawing submittals and approvals, manufacturing, fabrication, the installation of materials, supplies and equipment, testing, start-up, and training.

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

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

- A. *Termination for Convenience.* County may, for its own convenience and at its sole option, without cause and without prejudice to any other right or remedy of County, elect to terminate the Contract by delivering to the Contractor, at the address listed in the Notices article of this Contract, a written notice of termination specifying the effective date of termination. Such notice shall be delivered to Contractor at least thirty (30) days prior to the effective date of termination.
- B. *Termination for Default.* If the Contractor is adjudged bankrupt or insolvent, or if he makes a general assignment for the benefit of his creditors, or if a trustee or receiver is appointed for the Contractor or for any of his property, or if he files a petition to take advantage of any debtor's act or to reorganize under the bankruptcy or applicable laws, or if he fails to supply sufficient skilled workers or suitable materials or equipment, make payments to Subcontractors or for labor, materials or equipment, or if he disregards laws, ordinances, rules, regulations or orders of any public body

having jurisdiction of the Work, or if he otherwise violates any provision of the Contract, then the County may, without prejudice to any other right or remedy, and after giving the Contractor and his surety a maximum of seven (7) days from delivery of a written notice, declare the Contract in default and terminate this Contract. In that event, the County may take possession of the Project and of all materials, equipment, tools, construction equipment and machinery thereon owned by the Contractor. The County may cause the Work to be completed and corrected by whatever method it deems expedient. If called upon by the County to finish the Work, the Contractor's surety shall promptly do so. In any case, the Contractor and its surety shall be liable to the County for any and all damages and costs incurred by the County as a result of any default by the Contractor, including without limitation all costs of completion or correction of the Work, liquidated damages, attorneys' fees, expert fees, and other costs of dispute resolution. Termination of this Contract pursuant to this paragraph may result in disqualification of the Contractor from bidding on future County contracts for a period of time not to exceed five (5) years.

- (t)
- (u) C. If Contractor's services are terminated by the County pursuant to paragraph A or B in this General Requirement, the termination will not affect any rights or remedies of the County then existing or which may thereafter accrue against Contractor or its surety. Any retention or payment of moneys due Contractor by County will not release Contractor from liability. If it is determined that the Contractor was not in default or that the failure to perform is excusable, a termination for default will be considered to have been a termination for the convenience of the County, and the rights and obligations of the parties shall be governed accordingly.
- (v)
- (w) D. In case of termination of this Contract before completion of the Work, Contractor will be paid only for materials and equipment accepted by the County and the portion of the Work satisfactorily performed through the effective date of termination as determined by the County.
- (x)
- (y) E. Except as otherwise provided in this General Requirement, neither party shall be entitled to recover lost profits, special, consequential or punitive damages, attorney's fees or costs from the other party to this Contract for any reason whatsoever.
- (z)
- (aa) F. The parties' obligations pursuant to this General Requirement shall survive any Acceptance of Work, or expiration or termination of this Contract.

#### **GR-9. FINAL INSPECTION**

Upon notice from the Contractor that the Work is completed, the County shall make a final inspection of the Work, and shall notify the Contractor of all instances where the Work fails to comply with the Drawings and Specifications, as well as any defects the County may discover.

At no cost to the County, the Contractor shall immediately make such alterations as are necessary to bring the Work into compliance with the Contract, the Drawings, and Specifications.

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

- A. The Contractor warrants to the County that materials and equipment furnished under the Contract will be new and of good quality, unless otherwise required or permitted by the Contract; that the Work will be free from defects not inherent in the quality required or permitted; and that the Work will conform to the requirements of the Contract. Work not conforming to these requirements, including substitutions not properly approved and authorized, is considered defective. The County, in its sole discretion, may exclude from the Contractor's warranty; remedies for damage or defect which the County determines were caused by abuse; modifications not executed by the Contractor; improper or insufficient maintenance; improper operation; and normal wear and tear and normal usage.
- B. Upon the completion of the Work, and as a condition of final payment, the Contractor shall guarantee in writing that all Work has been accomplished in conformance with the Contract. If required by the County, the Contractor shall also furnish additional satisfactory evidence as to the kind and quality of materials and equipment.
- C. The Contractor shall promptly, and in no event later than 48 hours after receiving written demand from the County, remedy any error, omission, defect, or non-compliance in the Work discovered by the County during construction or at any time thereafter until one year after the final completion of the Work. Nothing herein shall be deemed to shorten any statutory period of limitation otherwise applicable to any legal action by the County against the Contractor.
- D. Contractor shall pay for any damage caused by any omission or defect in the Work, including without limitation, any damage to other improvements or facilities. In the event that the Contractor should fail to timely make repairs, adjustments, or other remedy that may be made necessary by such defects, the County may do so, and charge the Contractor the cost thereby incurred.
- E. All warranties and guaranties shall extend for the greatest of one (1) full year commencing on the dates of Substantial Completion of the Project or such longer period of time as is required by the Contract. The one (1) year period shall be extended with respect to portions of the Work first performed after Substantial Completion for a period of one (1) year after the actual performance of the Work. If any defect or deviation should exist, develop, be discovered or appear within such one (1) year period, the Contractor, at its sole cost and expense and immediately upon demand, shall fully and completely repair, correct, and



eliminate such defect. The foregoing warranties and guarantees are cumulative of and in addition to, and not restrictive of or in lieu of, any and all other warranties and guarantees provided for or required by law. No one or more of the warranties contained herein shall be deemed to alter or limit any other. The Performance Bond shall remain in full force and effect throughout the applicable guarantee period set forth in this paragraph.

- F. Neither the final payment nor any provision of the Contract, nor partial or entire occupancy or use of the Work by the County, shall constitute an acceptance of any part of the Work that is not in accordance with the Contract or relieve the Contractor of liability for incomplete or faulty materials or workmanship.
- G. All manufacturer warranties and guarantees shall be delivered to the County prior to Substantial Completion and such delivery shall be a condition precedent to the issuance of the Certificate of Substantial Completion. Before final payment, the Contractor shall assign and transfer to the County all guarantees, warranties and agreements from all contractors, Subcontractors, vendors, Suppliers, or manufacturers regarding their performance, quality of workmanship or quality of materials supplied in connection with the Work. The Contractor represents and warrants that all such guarantees, warranties and agreements will be freely assignable to the County, and that upon final completion of the Work, all such guarantees, warranties and agreements shall be in place and enforceable by the County in accordance with their terms. Contractor's obligations pursuant to this General Requirement shall survive any acceptance of Work, or termination or expiration of this Contract.

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

- A. The Contractor will supervise and direct the Work, including the Work of all Subcontractors. Contractor will be solely responsible for the means, methods, techniques, sequences, and procedures of construction. An experienced Superintendent and necessary assistants competent to supervise the particular types of work involved shall be assigned to the Project by the Contractor, and shall be available at all times when work is in progress. The name of the Superintendent shall be submitted with qualifications of same prior to the start of the Work. If approved by the County, the Superintendent so named by the Contractor shall be employed by the Contractor and shall have served in a supervisory capacity on at least one Project of like description and size performed by the Contractor during the previous twelve months. Under no circumstances shall an employee of any Subcontractor serve as the Superintendent, unless approved by the County prior to being named Superintendent. The Superintendent shall represent the Contractor, and all directions given to the Superintendent shall be as binding as if given to the Contractor. Important communications shall be confirmed in writing. Other communications shall be

similarly confirmed on written request in each case.

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

## **GR-12. SUBCONTRACTING**

- A. The Contractor understands and agrees that it shall be a breach of this Contract to subcontract any portion of the Work on this Project unless
  - 1. The Work and the Subcontractor proposed to perform it have been declared in the Bid to the Contract; or
  - 2. The Contractor shall have obtained advance written approval from the County.
- B. The Contractor further understands and agrees that any work on this Project, which the Contractor secures in violation of this General Requirement, shall be deemed

a donation from the Contractor for which the County shall not be obligated to pay. Nothing contained in this Contract shall create any contractual relation between any Subcontractor and the County. Upon request, Contractor shall provide the County with copies of each of its contract(s) and amendments with each Subcontractor.

- C. Nothing contained in this Contract shall create, nor be interpreted to create privity, or any other relationship whatsoever, between the County and any person, or entity or than Contractor.

### **GR-13. ASSIGNMENTS**

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

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

- A. The Contractor shall be responsible from the execution date or from the time of the beginning of the Work, whichever shall be the earlier, for all injury or damage of any kind resulting from the Work, to persons or property, including employees and property of the County. The Contractor shall exonerate, indemnify, and save harmless the County, its elected officials, officers, employees, agents and servants, hereinafter collectively referred to in this General Requirement as “the County Indemnitees,” from and against all claims or actions based upon or arising out of any damage or injury (including without limitation any injury or death to persons and any damage to property) caused by or sustained in connection with the performance of this Contract or by conditions created thereby or arising out of or any way connected with Work performed under this Contract, as well as all expenses incidental to the defense of any such claims, litigation, and actions. Furthermore, Contractor shall assume and pay for, without cost to the County Indemnitees, the defense of any and all claims, litigation, and actions suffered through any act or omission of the Contractor, or any Subcontractor, or anyone directly or indirectly employed by or under the supervision of any of them. Notwithstanding any language or provision in this Contract, Contractor shall not be required to indemnify any County Indemnitee against claims, actions, or expenses based upon or arising out of the County Indemnitee’s sole negligence.
- B. As between the County Indemnitees and the Contractor as the other party, the Contractor shall assume responsibility and liability for any damage, loss, or injury, including death, of any kind or nature whatever to person or property, resulting from any kind of claim made by Contractor’s employees, agents, vendors, Suppliers or Subcontractors caused by or resulting from the performance of Work under this Contract, or caused by or resulting from any error, omission,

or the negligent or intentional act of the Contractor, vendors, Suppliers, or Subcontractors, or any of their officers, agents, servants, or employees. The Contractor shall defend, indemnify, and hold harmless the County Indemnitees from and against any and all claims, loss, damage, charge, or expense to which they or any of them may be put or subjected by reason of any such damage, loss, or injury.

- C. The Contractor expressly agrees to provide a full and complete defense against any claims brought or actions filed against the County Indemnitees, where such claim or action involves, in whole or in part, the subject of the indemnity contained in this Contract, whether such claims or actions are rightfully or wrongfully brought or filed. The County has the sole discretion to choose the counsel who will provide the defense.
- D. No provision of this Contract and nothing herein shall be construed as creating any individual or personal liability on the part of any elected official, officer, employee, agent or servant of the County, nor shall the Contract be construed as giving any rights or benefits hereunder to anyone other than the parties to this Contract.
- E. The parties agree that Contractor shall be liable for all fines or civil penalties, which may be imposed by any local, federal or state department or regulatory agency that are a result of Contractor's performance of the Work under this Contract. Contractor shall pay the costs of contesting any such fines. The parties' obligations pursuant to this General Requirement shall survive any acceptance of Work, or termination or expiration of this Contract.

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

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

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

- A. The Contractor's attention is directed to the fact that all applicable federal, state, and County laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the Project shall apply to the Contract throughout, and they will be deemed to be included in the Contract the same as though herein written out in full. The Contractor shall keep itself and its employees and Subcontractors fully informed of all laws, ordinances, and regulations in any manner affecting those engaged or employed in the Work or the materials used in the Work or in any way affecting the conduct of the Work

and of all orders and decrees of bodies or tribunals having any jurisdiction or authority over same. If Contractor discovers any discrepancy or inconsistency in this Contract or in the Drawings or Specifications in relation to any such law, regulation, ordinance, order, or decree, Contractor shall promptly report the same, in writing, to the County. Contractor shall at all times observe and comply with all such laws, ordinances, and regulations, and shall protect and indemnify the County and its agents against any all damages and claims arising out of any violation of such law, ordinance, regulation, order, or decree, whether by Contractor or its employees or Subcontractors.

- B. Contractor shall not discriminate against any person in its operations, activities or performance of Work under this Contract. Contractor shall affirmatively comply with all applicable provisions of federal, state and local equal employment laws and shall not engage in or commit any discriminatory practice against any person based on race, age, religion, color, gender, national origin, physical or mental disability, or political affiliation. Contractor shall maintain a Drug Free Workplace.

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

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

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

Prior to entering on any land or right-of-way, the Contractor shall ascertain the requirements of applicable permits or easements obtained by the County, and shall conduct his work in accordance with requirements thereof, including the giving of notice. The Contractor shall be fully responsible for performing work to the requirements of any permit or easement

granting entity, even though such requirements may exceed or be more stringent than that otherwise required by the Contract, and shall compensate the County fully for any loss or expense arising from failure of the Contractor to perform as required by such entity. The Contractor shall provide, at its own expense without liability to the County, any additional land and access thereto that the Contractor may desire for temporary construction facilities, or for storage of materials.

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

- A. The Contractor is responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. Contractor shall take all necessary precautions for the safety of, and will provide the necessary protection to prevent damage, injury or loss to all employees on the Project and other persons who may be affected thereby, all the Work and all materials or equipment to be incorporated therein, whether in storage on or off the site, and other property at the site or adjacent thereto, including trees, shrubs, lawns, lakes, drainage ways, walks, pavements, roadways, structures, and utilities not designated for removal, relocation or replacement in the course of construction.
- B. The Contractor shall erect and maintain, as required by the conditions and progress of the Work, all necessary warning safeguards for devices and the safety and protection of the Work, the public and adjoining property.
- C. If existing utilities or structures are indicated by the Contract, no warranty is made as to the accuracy or completeness of such indication or the information provided regarding such utilities or structures. The Contractor shall comply with all applicable state law concerning the marking and location of existing utilities. The Contractor shall, prior to commencing other on-site work, accurately locate above and below ground utilities and structures, which may be affected by the Work, using whatever means may be appropriate, and shall verify the nature and condition of such utilities and structures. The Contractor shall mark the location of existing utilities and structures, if they are not otherwise readily visible, with flagging, stakes, barricades, or other suitable means, and shall preserve and protect all utilities and structures not designated for removal, relocation, or replacement in the course of construction. Contractor shall notify the County promptly of discovery of any conflict between the Contract and any existing facility.
- D. All existing utilities, both public and private, including but not limited to, sewer, gas, water, electrical, and telephone services, shall be protected and their operation shall be maintained through the course of the Work. Any temporary shutdown of an existing service shall be arranged between the Contractor and the responsible agency. The Contractor shall assume full responsibility and hold the County harmless from the result of any damage that may occur as a result of the Contractor's activities in this regard.

- E. In emergencies affecting the safety of persons or the Work or property at the site or adjacent thereto, or unanticipated conditions where delay would substantially impact the time or cost of work, the Contractor, upon notification to the County, shall act to prevent threatened damage, injury, or loss. Any claim for compensation or extension of time by the Contractor due to such extra work shall be submitted to the County within ten (10) days of the date of performing such work or deviations in the manner prescribed for a Change Order.

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

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

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

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

#### **GR-22. FOREIGN CORPORATIONS**

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

#### **GR-23. SPECIFICATIONS AND DRAWINGS**

- A. The Specifications, the Drawings and the Contract shall be supplementary to each other, and any material, workmanship, and/or service which may be in one, but not called for in the others, shall be as binding as if indicated, called for, or implied by all.

- B. Each section or type of work is described separately in the Technical Specifications; however, should any item of material, equipment, work, or combinations of such be required in one section, and not be described in that section and a similar item described in another section, that description shall apply regardless of the section under which it is described.
- C. Any discrepancies found between the Drawings and Specifications and site conditions, or any inconsistencies or ambiguities in the Drawings or Specifications shall be immediately reported to the County, in writing, who shall promptly correct such inconsistencies or ambiguities in writing. Work done by the Contractor after his discovery of such discrepancies, inconsistencies, or ambiguities shall be done at the Contractor's risk.
- D. Upon award of the Contract, the Contractor will be supplied, free of charge, up to three complete sets of the Contract Drawings and Specifications. Any prints and Specifications in excess of these shall be furnished at cost at the Contractor's expense.
- E. The Contractor shall furnish, with reasonable promptness, all samples as directed by the County for approval for conformance with the design concept of the Project and for compliance with the information stated in the Contract. The Work shall be in accordance with approved samples.
- F. The County may, without changing the scope of the Work, furnish the Contractor additional instructions and detail drawings, as necessary to carry out the Work required by the Contract. The additional drawings and instructions thus supplied will become a part of the Contract. The Contractor shall carry out the Work in accordance with the additional detail drawings and instructions.
- G. Attention is directed to the fact that the detailed Specifications and separate sections may be written in short or abridged form. In regard to every section of the Specifications and all parts thereof, mentioned therein, or indications on the Drawings of articles, materials, operations, or methods, requires that the Contractor:
- (1) Provide each item mentioned and indicated of a quality or subject to qualifications noted;
  - (2). Perform according to conditions stated, each operation prescribed; and
  - (3) Provide therefore all necessary labor, equipment, and incidentals.
- H. For convenience of reference and to facilitate the letting of contracts and subcontracts, these Specifications are separated into titled sections. Such separation shall not, however, operate to make the County an arbiter to establish limits for the contracts between the Contractor and Subcontractors.
- I. Notwithstanding the appearance of such language in the various sections of the



Specifications as, “The Paving Contractor,” “The Grading Contractor,” etc., the Contractor is responsible to the County for the entire Contract and the execution of all Work referred to in the Contract.

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

- A. The Contractor shall submit all Submittals to the official or employee so designated by the chief executive officer all Submittals as required under the Specifications and in such time and manner that will allow at least ten (10) days for the County’s review, pursuant to the Construction Schedule. No portion of the Work shall commence until all Submittals relating to such portion have been approved by the County.
- B. The approved Drawings will be supplemented by such shop drawings as are needed to adequately control the Work. Shop Drawings, product data, samples and other Submittals are not parts of the Contract. The purpose of their submittal is to demonstrate for those portions of the Work for which Submittals are required by the Contract, the way by which the Contractor proposes to conform to the information given and the design concept expressed in the Contract. Informational Submittals, upon which a County employee, the Architect or Engineer, if retained by the County in connection with the Project, is not expected to take responsive action, may be so identified in the Contract. Submittals which are not required by the Contract may be returned by the County without action. The approval of a Submittal shall not authorize any deviation from or alteration of the Drawings or Specifications absent a Change Order or Field Order.
- C. Shop drawings to be furnished by the Contractor for any structure shall consist of such detailed drawings as may be required for the execution of the Work.
- D. Drawings for false work, centering, and form work may also be required per the Specifications and in such cases shall be likewise subjected to approval unless approval is waived.
- E. The County’s review will be within reasonable promptness as to cause no delay in the Work. Approval of the Contractor’s Submittals does not relieve the Contractor of any responsibility for accuracy of dimensions and details or from otherwise ensuring that the Work complies with the requirements of the Contract. It is mutually agreed that the Contractor shall be responsible for agreement and conformity of Submittals with the Drawings and Specifications. The County will review and approve or take other appropriate action upon the Contractor’s Submittals such as shop drawings, product data and samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract. Review of submittals is not conducted for the purpose of determining the accuracy and completeness of details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of

the Contractor as required by the Contract. The County's review shall not constitute approval of safety precautions or of any construction means, methods, techniques, sequences or procedures. The County's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

- D. It is the responsibility of the Contractor to check all Submittals before same are submitted to the County for approval. Submittals which have not been checked and approved by the Contractor will not be reviewed by the County.
- E. Submittals shall be submitted only by the Contractor who shall indicate by a signed stamp on the drawings that he has checked the Submittals and that the work shown on them is in accordance with Contract requirements and has been checked for dimensions and relationship with work of all other trades involved. Under no conditions shall Submittals be accepted from anyone other than the Contractor.
- F. The Contractor shall furnish the County with at least six copies of all Submittals for approval. Two finally approved copies will be returned to the Contractor for his use. The Contract Price shall include the cost of furnishing all Submittals and the Contractor will be allowed no extra compensation for such drawings.
- G. The approval of such Submittals shall not relieve the Contractor from responsibility for deviations from Drawings or the Specifications unless he has in writing called attention to such deviations, and the County has approved the changes or deviations in writing at the time of submission, nor shall it relieve him from the responsibility for errors of any kind in Submittals. When the Contractor does call such deviations to the attention of the County, he shall state in writing whether or not such deviations involve any extra cost. If this is not mentioned, it will be assumed that no extra cost is involved for making the change.
- H. The Contractor shall prepare and maintain a log of all Submittals which includes, at a minimum, the submittal number, revision number, description, responsible company, proposed submittal date, date actually submitted, date approved, any comments received, approval status, and resubmittal information. The log shall be updated at least on a monthly basis and made available to the County for review upon request.

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

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

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

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

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

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

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

- A. The Contractor shall, at all times, permit and facilitate inspection of the Work by authorized representatives of the County and public authorities having jurisdiction in connection with the Work of this Contract. The presence or observations of the County or its representative at the site of the Work shall not be construed to, in any manner, to relieve the Contractor of its responsibility for strict compliance with the provisions of the Contract.
- B. If the Drawings, Specifications, County's instructions, laws, ordinances, or a public authority require any work to be specially tested or approved, the Contractor shall give the County timely notice of its readiness for observation or inspection. If the inspection is by another authority, then the County shall be advised of the date fixed for such inspection. Required certificates of inspection shall be secured by the Contractor. Contractor, having secured all certificates of inspection, will deliver same to the County upon completion. If any Work should be covered up without approval or consent of the County, it shall, if required by the County, be uncovered for examination at the Contractor's expense. The recovering of such Work after inspection shall be at Contractor's expense.
- C. Should any disagreement or difference arise as to the estimate, quantities, or classifications or as to the meaning of the Drawings or Specifications, or any point concerning the character, acceptability, and nature of the several kinds of work, any materials and construction thereof, the decisions of the County shall be final and conclusive and binding upon all parties to the Contract.

- D. If the County determines that portions of the Work require additional testing, inspection or approval beyond the requirements of the Specifications, the County will instruct the Contractor to make arrangements for such additional testing, inspection or approval by an entity acceptable to the County, and the Contractor shall give timely notice to the County of when and where tests and inspections are to be made so that the County may be present for such procedures. Such costs, except as provided below, shall be at the County's expense.
- E. If such procedures for testing or inspection reveal failure of the portions of the Work to comply with requirements established by the Contract, all costs made necessary by such failure including those of repeated procedures shall be at the Contractor's expense.
- F. Required certificates of testing, inspection or approval shall, unless otherwise required by the Contract, be secured by the Contractor and promptly delivered to the County or the Architect if one is retained by the County in connection with the Project. Tests or inspections conducted, pursuant to the Contract, shall be made promptly to avoid unreasonable delay in the Work.

**GR-29. REQUESTS FOR SUBSTITUTIONS**

- A. Requests for substitutions of proprietary products or of a particular manufacturer, vendor, or Subcontractor must be accompanied by the following documentation:
  - (1) Full explanation of the proposed substitution and submittal of all supporting data including technical information, catalog cuts, warranties, test results, installation instructions, operating procedures, and other like information necessary for a complete evaluation of the substitution;
  - (2) Reasons the substitution is advantageous or necessary, including benefits to the County and the Work in the event the substitution is acceptable;
  - (3) The adjustment, if any, in the Contract Price, in the event the substitution is acceptable;
  - (4) The adjustment, if any, in the Contract Term or Time and the construction schedule in the event the substitution is acceptable;
  - (5) An affidavit stating that (1) the proposed substitution conforms and meets all the requirements of the pertinent Specifications and the requirements shown on the Drawings and (2) the Contractor accepts the warranty and correction obligations in connection with the proposed substitution as if originally specified;
  - (6) Proposals for substitutions must be submitted in triplicate to the County in

sufficient time to allow the County no less than ten (10) working days for review; and

- (7) No substitutions will be considered or allowed without the Contractor's submittal of complete substantiating data and information as stated hereinbefore.

B. Substitutions and alternates may be rejected at the County's discretion without explanation and will be considered only under one or more of the following conditions:

- (1) Required for compliance with interpretation of code requirements or insurance regulations then existing;
- (2) Unavailability of specified products, through no fault of the Contractor; or
- (3) Subsequent information discloses inability of specified products to perform properly or to fit in designated space;
- (4) Manufacturer/fabricator refuses to certify or guarantee performance of specified product as required; and
- (5) When in judgment of the County, that a substitution would be substantially to the County's best interests, in terms of costs, time, or other considerations.

C. Whether or not any proposed substitution is accepted by the County, the Contractor must reimburse the County for any fees charged by the Architect or other consultants for evaluating each proposed substitute. By making requests for substitutions based on the above, the Contractor:

- (1) Represents and warrants that the Contractor has personally investigated the proposed substitute product or Subcontractor and determined that it is equal or superior in all respects to the product or Subcontractor previously specified;
- (2) Represents and warrants that the Contractor will provide the same warranty for the substituted product or for the workmanship of the substituted Subcontractor, as applicable, that the Contractor would have provided for the product or Subcontractor previously specified;
- (3) Certifies that the cost data presented, in the form of certified quotations from Suppliers of both specified and proposed equipment is complete and includes all related costs under this Contract, but excludes costs under separate contracts, and waives all claims for additional costs related to the substitution which subsequently become apparent; and

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

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

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

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

- A. The Contractor shall at all times employ sufficient labor and equipment for executing the Work to full completion in the manner and time specified. Failure of the Contractor to provide adequate labor and equipment shall constitute a default of the Contract. The labor and equipment to be used in the Work by the Contractor shall be sufficient to meet the requirements of the Work and shall be such as to produce a satisfactory quality of work in accordance with accepted industry practices and within the Contract Time.
- B. Materials and equipment shall be so stored and handled as to insure the preservation of their quality and fitness for the Work. Stored materials and equipment to be incorporated in the Work shall be located so as to facilitate

prompt inspection. No product which has in any way become unfit for the intended purpose shall be incorporated into the Work.

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

provision of the Contract, Contractor must use its best efforts to minimize any interference with the occupancy or beneficial use of any areas and buildings adjacent to the site of the Work, or the Project.

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



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

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

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

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

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

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

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

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

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

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

- A. Such stakes and markings as the County may set for either its or the Contractor's

guidance shall be preserved by the Contractor. Failure to protect such stakes or markings may, at the County's discretion, shall result in the Contractor being charged for their replacement.

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

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

- A. The Contractor shall at all times, keep the premises free from accumulation of waste materials or rubbish caused by Contractor's employees or work. Upon completion of the Work, the Contractor shall remove all his plants, tools, materials, and other articles from the property of the County.
- B. If the Contractor fails to clean up, as provided in the Contract, the County may do so, and the cost thereof shall be charged to the Contractor. Contractor shall ensure that neither it, its Subcontractors, nor their employees or agents bring any hazardous materials or other materials/waste regulated by state, federal or local law, which are not commonly used in the construction process or which are not listed in any Specifications for the Project onto the Project site without first obtaining the County's advance written approval. Contractor agrees to ensure that any hazardous materials/waste or other materials/waste regulated by state, federal or local law that Contractor, its Subcontractors or their employees or agents, bring onto or generate at the Project Site are handled in accordance with all applicable laws.
- C. The Contractor shall pay all required material disposal fees and shall dispose of all materials in accordance with all applicable laws and regulations. The Contractor shall be responsible for all costs associated with improper disposal of materials, including any clean-up costs, fines or penalties, whether levied against the Contractor or the County.
- D. In addition to removing rubbish on a periodic basis and leaving the building broom clean, the Contractor shall clean all tile and glass; replace broken glass;

remove stains, paint spots, and dirt from all Work; clean and polish all plumbing fixtures and equipment; and remove all temporary protection items. To the maximum extent reasonably possible, the Contractor shall keep the interior of the building free of combustible materials as the Work progresses.

- E. The Contractor shall maintain and keep clean at all times the immediate approach to the Project site, including the roads abutting the Project site.

**GR-38. BARRICADES**

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

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

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

**GR-40. SEVERABILITY**

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

**GR-41. INTERPRETATION**

The laws of the State of Georgia shall govern the construction of this Contract without regard for conflicts of laws. Should any provision of this Contract require judicial interpretation,

it is agreed that the court interpreting or construing the same shall not apply a presumption that the terms hereof shall be more strictly construed against one party, by reason of the rule of construction, that a document is to be construed more strictly against the party who itself or through its agent prepared same; it being agreed that the agents of all parties have participated in the preparation hereof, and all parties have had an adequate opportunity to consult with legal counsel. In interpreting this Contract in its entirety, the printed provisions of this Contract, and any additions written or typed hereon, shall be given equal weight, and there shall be no inference by operation of law or otherwise; that any provision of this Contract shall be construed against either party hereto.

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

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

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

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

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

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

#### **GR-45. VENUE**

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

#### **GR-46. RIGHT TO AUDIT**

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

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

**ATTACHMENT E**

**RESPONDER AFFIDAVIT**

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 Bidder

\_\_\_\_\_  
Identification Number

\_\_\_\_\_  
Printed Name of Authorized Officer or Agent

\_\_\_\_\_  
Address (\*do not include a post office box)

SUBSCRIBED AND SWORN  
BEFORE ME ON THIS THE  
\_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_

# ATTACHMENT F



DeKalb Workforce Development  
*Where Workforce Comes Together*

## First Source Jobs Ordinance Acknowledgement

Contract No. \_\_\_\_\_

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

### CONTRACTOR OR BENEFICIARY INFORMATION:

\_\_\_\_\_  
Contractor or Beneficiary Name (Signature)

\_\_\_\_\_  
Contractor or Beneficiary Name (Printed)

\_\_\_\_\_  
Title

\_\_\_\_\_  
Telephone

\_\_\_\_\_  
Email

\_\_\_\_\_  
Name of Business

Please answer the following questions:

1. How many job openings do you anticipate filling related to this contract? \_\_\_\_\_
2. How many incumbents/existing employees will retain jobs due to this contract?  
DeKalb Residents: \_\_\_\_\_ Non-DeKalb Residents: \_\_\_\_\_

Please return this form to Workforce Development, fax (404) 687-4099 or email to [dblake@dekalbcountyga.gov](mailto:dblake@dekalbcountyga.gov).

◆ (404) 687-3400 ◆ [www.dekalbworkforce.org](http://www.dekalbworkforce.org)  
DeKalb Workforce Development is a 501(c) 3 non - profit organization  
An Equal Opportunity Employer/Program

# ATTACHMENT G

## PREFERRED EMPLOYEE TRACKING FORM

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

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

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

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

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

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

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

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