



Department of Purchasing and Contracting

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

July 22, 2024

INVITATION TO BID (ITB) NO. 24-101673

FOR

STORMWATER DRAINAGE INFRASTRUCTURE SYSTEM REPAIR FOR PUBLIC WORKS – AMERICAN RESCUE PLAN ACT PROJECTS (MULTIYEAR CONTRACT)

DEKALB COUNTY, GEORGIA

Procurement Agent: Kyheem Bristol
Email: kbristol@dekalbcountyga.gov
Non-Mandatory Pre-Bid Conference: 2:00 P.M. ET, July 30, 2024
Via Zoom: https://dekalbcountyga.zoom.us/j/89512996218
Deadline for Submission of Questions: 5:00 P.M. ET, August 2, 2024
Bid Opening: 3:00 P.M. ET, August 22, 2024
Via Zoom: https://dekalbcountyga.zoom.us/j/86451309677
Price Schedule Opening: 3 – 5 Business days after Bid Opening

Form with fields for FIRM'S NAME AND ADDRESS, TELEPHONE AND FAX NUMBERS WITH AREA CODE, Federal Tax ID No., ARE YOU A DEKALB COUNTY FIRM?, SIGNATURE OF PERSON AUTHORIZED TO SIGN BID AND DATE, and SIGNER'S NAME AND TITLE (Type of Print).

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

DEKALB COUNTY
STANDARD FORM NUMBER 7

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## TABLE OF CONTENTS

<u>TITLE</u>	<u>PAGE NO.</u>
Advertisement for Bids	3
Instructions to Bidders	12
Scope of Work	21
Special Provisions	23
Technical Specifications	37
Required Documents Checklist	38
Acknowledgement of Bidder	39
Bidder's Unit Price Form	40
Bid Bond Form	52
First Source Jobs Ordinance Information and Exhibits	54
Contractor Affidavit and Oath of Successful Bidder	58
Contractor and Subcontractor Evidence of Compliance	59
Contractor Reference and Release Form	62
Subcontractor Reference and Release Form	63
Exhibit I      Standard Form Contract	64
Exhibit II     Drawings	134

**ADVERTISEMENT FOR BIDS  
DEKALB COUNTY, GEORGIA**

**INVITATION NUMBER 24-101673**

**Sealed** Bids will be received by DeKalb County, Georgia, in the Department of Purchasing and Contracting, The Maloof Administration Building, 1300 Commerce Drive, 2<sup>nd</sup> Floor, Decatur, Georgia 30030, until 3:00 p.m. on the 22<sup>nd</sup> day of August, 2024, for furnishing all labor, materials, equipment, and all things necessary pursuant to Drawings, Specifications, conditions, etc., for Invitation to Bid No. 24-101673 Stormwater Drainage Infrastructure System Repair for Public Works – American Rescue Plan Act Projects (Multiyear Contract) (“the Project”). Bid Price Form shall be opened and read aloud three (3) to five (5) business days after Bid Opening.

**SUBMIT ONE ORIGINAL BID PACKAGE (INCLUSIVE OF THE ENTIRE INVITATION TO BID DOCUMENT AND REQUIRED DOCUMENTS WITH THE EXCEPTION OF THE BID PRICE FORM) STAMPED “ORIGINAL” AND TWO (2) FLASH DRIVES CONTAINING IDENTICAL COPIES OF THE BID DOCUMENT (DO NOT INCLUDE THE BID PRICE FORM ON THE FLASH DRIVES) OF THE BID PACKAGE TO THE ADDRESS LISTED ABOVE.**

Bids will be considered only from experienced and well-equipped contractors.

**FUNDING FROM AMERICAN RESCUE PLAN ACT (ARP) - NOTICE TO POTENTIAL BIDDERS**

Funding for this contract may be provided, in whole or in part, from Fiscal Recovery Funds received by the County pursuant to the American Rescue Plan Act of 2021, Pub. L. No. 117-2 (“ARP”). If awarded the contract, bidder must comply with the terms of ARP, regulations issued by the U.S. Department of the Treasury (“Treasury”) governing the expenditure of monies distributed from the Fiscal Recovery Funds (including, without limitation, the 2022 Final Rule (87 Fed. Reg. 4,338 (Jan. 27, 2022) and the 2023 Interim Final Rule (88 Fed. Reg. 64,986 (September 20, 2023)), the Award Terms and Conditions applicable to the Fiscal Recovery Funds, and such other guidance as Treasury has issued or may issue governing the expenditure of monies distributed from the Fiscal Recovery Funds. Performance of the contract, in whole or part, may be contingent and subject to availability of such funding to DeKalb County, Georgia. The attached American Rescue Plan Act (ARPA) Construction Contract Addendum located on Pages 6-10 will be included as part of the awarded contract(s) and the Contractor is required to complete the Certification Regarding Lobbying.

**LOCAL SMALL BUSINESS ENTERPRISE (“LSBE”) REQUIREMENTS SUSPENDED AND AFFIRMATIVE STEPS NECESSARY RELATED TO SMALL AND MINORITY BUSINESSES AND WOMEN’S BUSINESS ENTERPRISES – NOTICE TO POTENTIAL BIDDERS**

All potential bidders are hereby advised that the County’s LOCAL SMALL BUSINESS ENTERPRISE (LSBE) requirements are suspended for this project in accordance with 2 CFR 200.319(c). In accordance with 2 CFR 200.321, if potential bidders intend to let any subcontracts, potential bidders shall (1) place qualified small and minority businesses and women’s business enterprises on its solicitation lists; (2) assure that small and minority businesses and women’s business enterprises are solicited whenever they are potential sources; (3) divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses and women’s business enterprises; (4) establish delivery schedules, where the requirement permits, which encourage participation by small and minority businesses and women’s business enterprises; (5) use the services and assistance, as appropriate, of the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

**PRE-BID CONFERENCE**

A non-mandatory pre-bid conference will be held at 2:00 p.m. on the 30<sup>th</sup> day of July, 2024 via the Zoom link provided. Bidders are strongly encouraged to attend and participate in the pre-bid conference. For information regarding the pre-bid conference and, please contact Kyheem Bristol, Procurement Agent at [kbristol@dekalbcountyga.gov](mailto:kbristol@dekalbcountyga.gov).

**QUESTIONS**

All questions concerning the Project and requests for interpretation of the contract must be submitted to the Department of Purchasing and Contracting in writing via email to Kyheem Bristol, Procurement Agent, at [kbristol@dekalbcountyga.gov](mailto:kbristol@dekalbcountyga.gov). Questions and requests for information or clarification concerning the specifications in this ITB must be submitted to the above listed contact person via email no later than the date and time listed in the bid timetable. Questions and requests for interpretation received after the established deadline or sent to anyone other than the listed contact person will not receive a response or be the subject of addenda.

No Bid may be revoked or withdrawn until one hundred twenty (120) days after the time set for opening the Bids.

**THE COUNTY RESERVES THE RIGHT TO REJECT ANY AND ALL BIDS, TO WAIVE INFORMALITIES IN BIDDING, AND TO READVERTISE.**

This 22<sup>nd</sup> day of July 2024.

**DEKALB COUNTY, GEORGIA**

By: *Kyheem Bristol*  
Kyheem Bristol  
Procurement Agent  
Department of Purchasing and Contracting

## DeKalb County – American Rescue Plan Act (ARPA) Construction Contract Addendum

**Notice:** The contract to which this addendum is attached is made using federal assistance provided to DeKalb County, Georgia by the U.S. Department of Treasury under the American Rescue Plan Act, H.R. 1319, 117th Cong. §9901 (2021) (the “Act”).

Without limiting the other General Requirements attached to the Contract as Attachment B or any other provision contained in the Contract concerning the applicability of certain laws, ordinances, rules and regulations, Contractor has been explicitly informed and understands that the following laws, ordinances, rules, and regulations apply to the execution and performance of all parts of this Contract and the Work:

1. **Use of Funds.** Contractor understands and agrees to use the funds disbursed under this award in compliance with section 603(c) of the Social Security Act (42 U.S.C. 801 et seq.), Treasury’s implementing regulations, and guidance issued by Treasury regarding the foregoing.
2. **Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.** Contractor understands and agrees to comply with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as any be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implement the Single Audit Act, shall apply to this award.
3. **Universal Identifier and System for Award Management (SAM).** Contractor has been explicitly informed and understands that 2 CFR Part 25, pursuant to which the award term set forth in Appendix A to 2 CFR Part 25 is hereby incorporated by reference.
4. **Reporting Subaward and Executive Compensation Information.** Contractor has been explicitly informed and understands that 2 CFR Part 170, pursuant to which the award term set for in Appendix A to 2 CFR Part 170 is hereby incorporated by reference.
5. **Debarment and Suspension (Executive Orders 12549 and 12689).** Contractor has been explicitly informed and understands that a contract award must not be made to parties listed on the governmentwide exclusion in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR Part 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.”
6. **Equal Employment Opportunity.** Contractor shall comply with Executive Order 11246, “Equal Employment Opportunity,” as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”
7. **Civil Rights Compliance.** Contractor shall comply with Title VI of the Civil Rights Act of 1964 (Title VI) (42 U.S.C. 2000d-1 et seq.), and the Department’s implementing regulations, 31 CFR part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance; the Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability; Section 504 of the Rehabilitation Act of 1973 (Section 504), as amended (29 U.S.C. 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance; Title IX of the Education Amendments of 1972 (Title IX), 20 U.S.C. 1681 et seq., and the Department implementing Regulations, 31 CFR part 28; Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.) and the Department implementing regulations at 31 CFR part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and Title

II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto. Although not required by Title VI or any related authorities, DeKalb County also assures that no person shall on the grounds of sexual orientation or gender identity be excluded from participation in, be denied the benefits of, or be otherwise subject to discrimination under any program or activity.

8. **Maintenance of and Access to Records.** County, the U.S. Department of Treasury and the Comptroller General of the United States shall have the right to audit all books and records, including electronic records, relating to or pertaining to this agreement, including but not limited to all financial and performance related records and any documents or materials which support those records. Contractor shall maintain complete and accurate records of expenditures and services provided. Contractor shall allow an authorized representative of County, the U.S Department of Treasury and the Comptroller General to inspect, examine, and copy, and audit such records during regular business hours upon reasonable advance notice. 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 Contractor agrees to supply the County, the U.S Department of Treasury and the Comptroller General with any documentation requested and hereby acknowledges that the documentation may be necessary to comply with any reporting, auditing, monitoring, investigations, review of awards or other compliance by the United States Government.
9. **Byrd Anti-Lobbying Amendment (31 U.S.C. 1352).** Contractor has been explicitly informed and understands that the Byrd Anti-Lobby Amendment (31 U.S.C. 1352) applies to this Contract. Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. \*Contractors must sign the certification on the last page of this addendum and shall cause any subcontractors with a subcontract (at any tier) exceeding \$100,000.00 to file the same certification.
10. **New Restrictions on Lobbying. (Applies to all contracts, grants, loans, or cooperative agreements exceeding \$100,000).** Contractor shall comply with the New Restrictions on Lobbying (31 CFR Part 21) and for any contract exceeding \$100,000 shall file a certification, and a disclosure form, if required.
11. **Conflicts of Interest.** Contractor understands and agrees that it must maintain a conflict-of-interest policy consistent with 2 CFR 200.318(c) and that such conflict of interest policy is applicable to each activity funded under this award. Contractor must disclose in writing to the County any potential conflict of interest affecting the awarded funds in accordance with 2 CFR 200.112.
12. **Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708).** Where applicable, all contracts in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirement of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required

to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

13. **Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended.** Contractor has been explicitly informed and understands that the Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended, applies to this Contract and the Work and Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended. Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
14. **Procurement of Recovered Materials (2 CFR 200.323).** Contractor has been explicitly informed and understands that as a contractor with DeKalb County, Georgia, a political subdivision of a state, it must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation Act. The requirements of Section 6002 include procuring only items designated in the guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the items exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
15. **Prohibition on certain telecommunications and video surveillance services or equipment (2 CFR 200.216).** Contractor is prohibited from obligating or expending loan or grant funds to: (i) procure or obtain; (ii) extend or renew a contract to procure or obtain; or (iii) enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
  - (i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
  - (ii) Telecommunications or video surveillance services provided by such entities or using such equipment.
  - (iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.
16. **Domestic preferences for procurement (2 CFR 200.322).** As appropriate and to the extent consistent with law, Contractor should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award. For purposes of this section:



- a. “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
  - b. “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.
17. **Governmentwide Requirements for Drug-Free Workplace, 31 CFR Part 20.**
  18. **Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970**, as amended, 42 U.S.C. 4601-4655, and the Department of Transportation’s implementing regulations, 49 CFR Part 24, that apply to projects funded with federal financial assistance.
  19. **Generally applicable federal environmental laws and regulations.** This includes, but is not limited to: Atomic Energy Act, 42 U.S.C. §2011 et seq.; Beaches Environmental Assessment and Coastal Health Act, 33 U.S.C. §1313 et seq.; Chemical Safety Information, Site Security and Fuels Regulatory Relief Act, 42 U.S.C. §7401 et seq.; Clean Air Act, 42 U.S.C. §7401 et seq.; Clean Water Act, 33 U.S.C. §1251 et seq.; Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. §9601 et seq.; Emergency Planning and Community Right-to-Know Act, 42 U.S.C. §11001 et seq.; Endangered Species Act, 16 U.S.C. §1531 et seq.; Energy Independence and Security Act, Public Law 110-140; Energy Policy Act, 42 U.S.C. §13201 et seq.; Executive Order 12898: Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, 59 FR 7629; Executive Order 13045: Protection of Children From Environmental Health Risks and Safety Risks, 62 FR 19885; Executive Order 13211: Actions Concerning Regulations That Significantly Affect Energy Supply, Distribution, or Use, 66 FR 28355; Federal Food, Drug, and Cosmetic Act, 21 U.S.C. §301 et seq.; Federal Insecticide, Fungicide, and Rodenticide Act, 7 U.S.C. §136 et seq.; Food Quality Protection Act, Public Law 104-170; Marine Protection, Research, and Sanctuaries Act, 16 U.S.C. §1431 et seq. and 33 U.S.C. §1401 et seq.; National Environmental Policy Act, 42 U.S.C. §4321 et seq.; National Technology Transfer and Advancement Act, 15 U.S.C. §3701 et seq.; Noise Control Act, 42 U.S.C. §4901 et seq.; Nuclear Waste Policy Act, 42 U.S.C. §10101 et seq.; Occupational Safety and Health, 29 U.S.C. §651 et seq.; Oil Pollution Act, 33 U.S.C. §2701 et seq.; Pollution Prevention Act, 42 U.S.C. §13101 et seq.; Resource Conservation and Recovery Act, 42 U.S.C. §6901 et seq.; Safe Drinking Water Act, 42 U.S.C. §300f et seq.; Shore Protection Act, 33 U.S.C. §2601 et seq.; Toxic Substances Control Act, 15 U.S.C. §2601 et seq.; Asbestos Information Act, 15 U.S.C. 2607(f); Asbestos School Hazard Abatement Reauthorization Act; EPA Asbestos Regulations: Restrictions on Discontinued Uses of Asbestos (40 CFR Parts 9 and 721), Asbestos-Containing Materials in Schools Rule (40 CFR Part 763, Subpart E), Asbestos Worker Protection Rule (40 CFR Part 763, Subpart G), Asbestos Ban and Phaseout Rule (Remanded) (CFR Part 763, Subpart I), Asbestos National Emission Standard for Hazardous Air Pollutants (40 CFR Part 61, Subpart M); Construction and Effluent Guidelines and Standards, 40 CFR Part 450; EPA regulations regarding lead-based paint: Lead- Based Paint Poisoning Prevention in Certain Residential Structures (40 CFR Part 745); EPA regulations related to industrial landfills (40 CFR Part 257) and construction and demolition landfills (40 CFR section 258.2).
  20. **Publications.** Any publications produced with funds from this award must display the following language: “This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to [name of recipient] by the U.S. Department of Treasury.”
  21. **Increasing Seat Belt Use in the United States.** Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18. 1997), Contractor is encouraged to adopt and enforce on-the-job seat belt policies and programs for your employees when operating company-owned, rented or personally owned vehicles.

22. **Reducing Text Messaging While Driving.** Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Contractor is encouraged to adopt and enforce policies that ban text messaging while driving and establish workplace safety policies to decrease accidents caused by distracted drivers.
23. **Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms (2 CFR 200.321).** If subcontracts are to be let, Contractor must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. Affirmative steps must include: (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists; (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;(3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises; (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises and (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce. For purposes of this Contract, a Minority Business Enterprise (MBE) is defined as an enterprise that is at least 51 percent owned and controlled by one or more of the following groups: Black, Hispanic, Asian-Indian American, Asian-Pacific American or Native American. A Women Business Enterprise (WBE) is defined as an enterprise that is at least 51 percent owned and controlled by women. A small business is a business that is independently owned and operated and is qualified as a small business under SBA criteria and size standards at 13 C.F.R. Part 121.
24. **Copeland "Anti-Kickback" Act.** Contractor and any subcontractors performing work under the contract shall comply with 18 U.S.C. §874. The County shall report all suspected or reported violations to Treasury.
25. **Conflicts and Interpretation.** To the extent that any portion of this Addendum conflicts with any term of condition of this Contract expressed outside of this Addendum, the terms of this Addendum shall govern.

**CERTIFICATION REGARDING LOBBYING  
(31 CFR Part 21 – New Restrictions on Lobbying)**

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all ties (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The undersigned certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the undersigned understands and agrees that the provisions of 31 USC Ch. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

\_\_\_\_\_  
Name of Bidder

\_\_\_\_\_  
Signature of Bidder's Authorized Official

\_\_\_\_\_  
(Print name and title of person signing above)

Date: \_\_\_\_\_

## **INSTRUCTIONS TO BIDDERS**

### **GENERAL**

Sealed Bids will be received by DeKalb County, Georgia, in the Department of Purchasing and Contracting, The Maloof Administration Building, 1300 Commerce Drive, 2<sup>nd</sup> Floor, Decatur, Georgia 30030, until 3:00 p.m. on the 22<sup>nd</sup> day of August, 2024, for ITB No. 24-101673 Stormwater Drainage Infrastructure System Repair for Public Works – American Rescue Plan Act Projects (Multiyear Contract) according to the Drawings and Specifications of the same title which are on file in the DeKalb County Public Works – Roads and Drainage Division and the Department of Purchasing and Contracting, The Maloof Administration Building, 1300 Commerce Drive, 2<sup>nd</sup> Floor, Decatur, Georgia 30030. Bid Price Forms (“Bidder’s Unit Price Form”) shall be opened and read aloud 3 to 5 business days after Bid Opening Date. Sealed Bids shall be submitted on the form furnished by the County and shall be submitted in **triplicate**, designated as “original” or “copy”. **SUBMIT ONE ORIGINAL BID PACKAGE (INCLUSIVE OF THE ENTIRE INVITATION TO BID DOCUMENT AND REQUIRED DOCUMENTS WITH THE EXCEPTION OF THE BID PRICE FORM) STAMPED “ORIGINAL” AND TWO (2) FLASH DRIVES CONTAINING IDENTICAL COPIES OF THE BID DOCUMENT (DO NOT INCLUDE THE BID PRICE FORM ON THE FLASH DRIVES) OF THE BID PACKAGE TO THE ADDRESS LISTED ABOVE.**

Bids will be considered only from experienced and well-equipped contractors. Prior to beginning construction, the successful Bidder will file with the County a Performance Bond and a Payment Bond, each equal to 100% of the Contract Price, with the terms and surety to be approved by the County; and furnish satisfactory proof of carriage of the insurance required.

### **SUBMITTING BIDS**

Bids are to be submitted on the proper unaltered forms, and shall be addressed to the DeKalb County Department of Purchasing and Contracting, The Maloof Administration Building, 1300 Commerce Drive, 2<sup>nd</sup> Floor, Decatur, Georgia 30030, sealed, dated and enclosed in an envelope or package appropriately marked on the outside with the name of the Bidder, the date and hour of opening, and the Invitation to Bid Number and Project Name.

**FAILURE TO SUBMIT THE BID PRICE FORM IN A SEPARATE SEALED ENVELOPE SHALL DEEM THE BID NON-RESPONSIVE. INCLUDING THE PRICE SCHEDULE IN ANY AREA OUTSIDE OF ITS SEPARATE, SEALED ENVELOPE WILL RESULT IN BIDDER’S BID BEING DEEMED NON-RESPONSIVE.**

It is the responsibility of each Bidder to ensure that its submission is received by 3:00 p.m. on the bid due date. The time/date stamp clock located in the Department of Purchasing & Contracting shall serve as the official authority to determine lateness of any bid. The bid opening time shall be strictly observed. Be aware that visitors to our offices will go through a security screening process upon entering the building. Bidders should plan enough time to ensure that they will be able to deliver their submission prior to our deadline. Late submissions, for whatever reason, will not be evaluated. Bidders should plan their deliveries accordingly. Telephone or fax bids will not be accepted.

**Special Note: While the Maloof Administration Building remains closed to the public, the security desk will accept hand-delivered bids/proposals on behalf of the Department of Purchasing and Contracting. The Bidder should request a bid receipt as verification that the bid was submitted by the prescribed due date and time.**

### **PRICE OPENING**

Price openings shall be conducted in the Department of Purchasing and Contracting three (3) to five (5) days after the bid opening. Only the Bid Price Forms of responsive bidders shall be opened. The County reserves the right to decide which bid(s) will be deemed responsive and said determination shall be made in accordance with the requirements stated in this solicitation.

### **BUSINESS LICENSE**

Bidders shall submit a copy of its current, valid business license with its Bid or upon award. If the Bidder is a Georgia corporation, Bidder shall submit a valid county or city business license. If Bidder is a joint venture, Bidder shall submit valid business licenses for each member of the joint venture. If the Bidder is not a Georgia corporation, Bidder 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 Bidder holds a professional license, then Bidder 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 proposed Bid being deemed non-responsive.

### **UTILITY SYSTEMS CONTRACTOR'S LICENSE AND UTILITY MANAGER'S CERTIFICATE**

As required by O.C.G.A. § 43-14-8, *et seq.*, a Bidder responding to this Invitation to Bid must provide a copy of its or its subcontractor's Georgia Utility Systems Contractor's License AND Utility Manager's Certificate with its Bid. All licenses and certificates must be issued in the name of the person or entity that will perform the utility work. If a subcontractor's Georgia Utility Systems Contractor's License is submitted with the Bid, the subcontractor must

be listed as such on appropriate Bidder's Unit Price Form. All licenses and certificates must be current, valid, and issued in compliance with applicable law. Failure to provide this license and necessary certificates in this format will result in the proposed Bid being deemed non-responsive.

### **GENERAL CONTRACTOR'S LICENSE NUMBER**

As required by O.C.G.A. § 43-41-6, *et seq.*, a Bidder responding to this Invitation to Bid must provide a copy of its Georgia General Contractor's License with its Bid. The Georgia General Contractor's License must be issued in the name of the Bidder or in the name of its qualifying agent. If a proposed Bidder is relying upon a qualifying agent's Georgia General Contractor's License, then the name of the proposed Bidder must be set forth on the license as an affiliated business organization/dependent licensee. All licenses must be current, valid, and issued in compliance with applicable law. Failure to provide this license with the Bid will result in the proposed Bid being deemed non-responsive.

### **QUESTIONS, ADDENDA AND INTERPRETATION**

All questions concerning the Project and requests for interpretation of the solicitation may be asked and answered at the pre-bid conference; however, oral answers are not authoritative. Questions must be submitted to the Department of Purchasing and Contracting in writing via email to [kbristol@dekalbcountyga.gov](mailto:kbristol@dekalbcountyga.gov). Questions and requests for information or clarification concerning the specifications in this ITB must be submitted to the above listed contact person via email no later than the date and time listed in the bid timetable. Questions and requests for interpretation received after the above stated time or sent to anyone other than the listed contact person will not receive a response or be the subject of addenda. For questions and requests for interpretation after the pre-bid conference, each response shall be given in written addendum, separately numbered and dated, and published on the County website in sufficient time for interested parties to review. **No responses to requests, answers to specification questions, or additional information shall be acknowledged after August 2, 2024.**

### **ACKNOWLEDGMENT OF ADDENDA**

Addenda may be issued in response to changes in the Invitation to Bid. Addenda must be acknowledged by signing and returning the Addendum Acknowledgement with the Bid. Acknowledgments must be received by the County before the Bid opening time and date. Failure to properly acknowledge any addendum may result in the proposed Bid being deemed non-responsive. Bidder may send an email to Kyheem Bristol at [kbristol@dekalbcountyga.gov](mailto:kbristol@dekalbcountyga.gov)

to verify the number of addenda prior to submission. All addenda issued for this Project may be found on DeKalb County's website, <https://www.dekalbcountyga.gov/purchasing-contracting/bids-itb-rfps>.

### **AUTHORITY TO SIGN**

If a Bid is submitted by an individual, his/her name and mailing address must be shown. If submitted by a corporation, partnership, or joint venture, the name and physical mailing address of each member of the corporation, partnership, or joint venture must be shown. If submitted by a corporation, the Certificate of Corporate Resolution in the form attached to the Bid Document Package must be executed and submitted with the Bid. If submitted by a joint venture, the Certificate of Authority – Joint Venture in the form attached to the Bid Document Package must be executed and submitted with the Bid. A post office box is not acceptable as a physical mailing address. The legal and proper name of the proprietorship, corporation, or partnership submitting the Bid shall be printed or typed in the space provided on the Certificate of Corporate Resolution.

### **BID GUARANTEE TO ACCOMPANY BID**

Each Bid must be accompanied by a Bid Guarantee in an amount of not less than ten percent (10%) of the amount of the Bid. The Bid Guarantee may be in the form of an official bank check payable to DeKalb County, or a Bid Bond in the form provided in the Bid Document Package. The Bid Bond shall be issued by a surety company licensed to write bonds in the State of Georgia, listed in the most current U.S. Treasury Circular No. 570, and have a current A.M. Best rating of "A" (Excellent) with a Financial Size Category of XII or better.

### **VALID INSURANCE, BONDS, LICENSES, PERMITS, AND CERTIFICATES**

Bidder shall ensure that any bond, bid bond, payment bond, performance bond, insurance, license, permit or certificate submitted in response to this Invitation to Bid or as part of the Contract for this Project shall be current and valid when submitted, and shall remain valid, current and maintained in good standing for the Contract Term.

### **BUILDERS' RISK INSURANCE COVERAGE**

DeKalb County shall procure and maintain Builders Risk Insurance on the entire work which provides "All-risk" form that shall at least include insurance for physical loss or damage to the Work, temporary buildings, falsework, and materials and equipment in transit, and shall insure against at least the following perils or causes of loss: fire,

lightning, extended coverage, theft, vandalism, malicious mischief, earthquake, collapse, debris removal, demolition occasioned by enforcement of Laws and Regulations, water damage (other than caused by flood), and such other perils or causes of loss as may be specifically required by Supplementary Conditions) until Final Completion and Acceptance of the Project. Such policy of insurance shall contain at least the following sub-limits of insurance and deductibles:

Sub-limits:

Property in Transit	\$1,000,000
Property in Offsite Storage	\$1,000,000
Plans & Blueprints	\$25,000
Debris Removal	25% of Insured Physical Loss
Delay in Completion / Soft Cost	TBD
Ordinance of Law (Increased Cost of Construction)	\$1,000,000
Flood and Earthquake	TBD – Full Contract Value
<b>Deductibles:</b>	
Flood and Earthquake	\$25,000
Water Damage other than Flood	\$100,000
All other Perils	\$10,000

**RIGHTS RESERVED**

The County reserves the right to reject any or all Bids, to waive informalities, and to re-advertise. The County reserves the right to decide which Bid will be deemed lowest, responsive and responsible. For consideration as a responsible Bidder, the proposed Bidder shall, among other qualifications, demonstrate in its Bid that it has been the general contractor engaged in construction and successful completion of facilities of similar character and magnitude for at least three (3) years, and shall demonstrate the financial ability to perform the required Work. Bidder may be required to submit evidence setting forth qualifications which entitle him to consideration as a responsible Bidder. A list of work of similar character successfully completed within the last three (3) years may be required as set forth in the Invitation to Bid giving the location and size of each project. Bidder shall complete the Reference and Release Form attached to the Bidder Document Package. In addition, the Bidder shall submit upon request by the County, a list of equipment available for use on this Work with its Bid. Any additions, conditions, limitations, or provisions attached to the Bid shall render it informal, and will be cause for rejection as non-responsive. No Bid may be revoked or withdrawn until one hundred twenty (120) days after the time set for opening the Bids.



## **AWARD OF CONTRACT**

The Contract, if awarded, will be awarded to that responsible Bidder(s) whose responsive Bid will be most advantageous to the County, price and other factors considered. The County is entitled to make the determination in its sole discretion. The Contract between the County and the Contractor(s) shall be executed in the form attached to the Bid Document Package as Exhibit I and shall form a binding contract between the contracting parties. A Performance Bond and a Payment Bond, each equal to 100% of the Contract Price, must be provided by the successful Bidder, issued in proper form by a surety company licensed to write bonds in the State of Georgia, listed in the most current U.S. Treasury Circular No. 570, and which has a current A.M. Best rating of "A" (Excellent) with a Financial Size Category of XII or better. Bonds given shall meet the requirements of the law of the State of Georgia including, but not limited to, O.C.G.A. §13-10-1 and §36-91-21 *et seq.*

## **FAILURE TO EXECUTE CONTRACT**

The County shall have one hundred twenty (120) days after the time set for openings of Bids to notify a Bidder of the County's acceptance of the Bid and its intent to award the Contract to such Bidder. If the County so notifies a Bidder and the Bidder fails to enter into the Contract in the form attached to the Bid Document Package as Exhibit I within ten (10) days of receiving such notice, or fails within that time to provide the required Payment and Performance Bonds and proof of required insurance, the amount of the Bid Bond or other Bid Guarantee shall be paid over to the County as liquidated damages. The acceptance of the payment of the Bid Bond shall not operate to bar any claim the County might otherwise have against the Bidder, and the County shall be authorized to pursue any claim against the Bidder for failure to consummate the Contract as may be authorized by law.

## **LOCATIONS AND SITE**

The sites of the proposed Work are at various locations within DeKalb County, Georgia. By submitting a Bid, the Bidder accepts the sites in their present condition and agrees, if awarded the Contract, to carry out all Work in accordance with the requirements of the Contract, the Specifications and as shown on the Drawings. The Bidder shall, before submitting a Bid, visit the site and acquaint itself with the actual conditions and the location of any or all obstructions that may exist on the site. The documents comprising the Contract contain the provisions required for the completion of the Work to be performed pursuant to this Contract. Information obtained from an officer, agent, or employee of the County, or any other person shall not affect the risks or obligations assumed by the Contractor or relieve it from fulfilling any of the conditions of the Contract. Each Bidder, prior to submitting his Bid, is responsible for inspecting the site and for reading and being thoroughly familiar with all of the documents

comprising the Contract and Bid Document Package. The failure or omission of any Bidder to so familiarize himself shall in no way relieve any Bidder from any obligation in respect to his Bid. The Contractor shall inspect all easements and rights-of-way to ensure that the County has obtained all land and rights-of-way necessary for completion of the Work to be performed pursuant to the Contract. The Contractor shall comply with all stipulations contained in easements acquired by the County. The Contractor shall not be entitled to damages and agrees not to make any claim against the County, its officials or employees for the failure to obtain necessary interests in land for this Project. The Contractor shall accurately locate above-ground and below-ground utilities and structures which may be affected by the Work using whatever means may be appropriate.

### **FIRST SOURCE JOBS ORDINANCE**

The DeKalb County First Source Jobs Ordinance requires contractors or beneficiaries entering into any type of agreement with the County, including purchase orders, regardless of what they may be called, for the procurement or disposal of supplies, services, construction projects, professional or consultant services, which is funded in whole or part with County funds or County administered funds in which the contractor is to receive \$50,000 or more in County expenditures or committed expenditures and recipient of urban redevelopment action grants or community development block funds administered in the amount of \$50,000 or more make a good faith effort to hire DeKalb County residents for at least 50% of jobs using the First Source Registry (candidate database). The work to be performed under this contract is subject to the provisions of the DeKalb County First Source Jobs Ordinance. Please complete the First Source Jobs Ordinance Acknowledgement and New Employee Tracking Form included as Exhibit 2 of the First Source Jobs Ordinance Information (with Exhibits 1 – 4) and submit with the Bid.

For more information on the First Source Jobs Ordinance requirement, please contact WorkSource DeKalb at [www.worksourcedekalb.org](http://www.worksourcedekalb.org) or 404-687-3400.

### **FEDERAL WORK AUTHORIZATION PROGRAM PARTICIPATION**

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. In order for a Bid to be considered, it is mandatory that the Contractor Affidavit of Compliance with O.C.G.A. §13-10-91 included as page 60 be completed and submitted with the Bid.

## **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.

## **ETHICS RULES**

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

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

## **COOPERATIVE PROCUREMENT**

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

## **DEKALB COUNTY, GEORGIA'S TITLE VI POLICY STATEMENT**

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

person shall on the grounds of age, low income, disability, sexual orientation or gender identity be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity.

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

### **RIGHTS RESERVED - AWARDS**

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

### **STANDARD COUNTY CONTRACT**

The attached sample contract is the County's standard contract document, modified to include provisions required by the American Rescue Plan Act, including the DeKalb County – American Rescue Plan Act (ARPA) Construction Contract Addendum (see pages 6-10), which specifically outlines the contractual responsibilities. All bidders should thoroughly review the document prior to submitting a bid. Any proposed revisions to the terms or language of this document must be submitted in writing with the bidder's bid. Since proposed revisions may result in a bid being rejected if the revisions are unacceptable to the County, bidders should review any proposed revisions with an officer of the firm having authority to execute the contract. No alterations can be made in the contract after award by the Governing Authority.

## SCOPE OF WORK

1. The term "Work" means the construction, labor, materials, equipment, tools, machinery, testing, temporary services and utilities, supervision, administration, coordination, planning, insurance, bonds, transportation, security, and all other services and things necessary to provide the County with the facilities, improvements, features, and functions in strict conformity with the General Requirements attached hereto as Attachment described in the Scope of Work and Drawings included in the Bid Document Package. The Contractor agrees to complete the Work in a good, firm, substantial and workmanlike manner in strict conformity with this Contract.
2. Unless otherwise stipulated, the Contractor shall furnish all of the Work in accordance with the Contract and all incidental work necessary to complete the Project in an acceptable manner, ready for use, occupancy, or operation by the County. The Contractor shall be responsible for the entire Work and every part thereof.
3. The contract will consist of the repair of County maintained stormwater drainage structures. The structures will be on County easements and rights-of-way in unincorporated DeKalb County. The repair shall be as directed and specific per job and according to the direction, descriptions, and scope of work provided by the County Engineer. Before the commencement of work on each jobsite, Contractor shall submit to the Engineer for approval a repair progress schedule and a cost proposal based on the bid prices.
4. Contractor shall provide all equipment, tools, materials, signage, and personnel necessary to perform all operations for the repair of stormwater drainage structures as specified by the Engineer. The County has the option to furnish pipe materials or box culverts and these jobsites shall be administrated according to the "Extra Work Section" of the contract.
5. Items pertinent to the work such as job mobilization, erosion and sediment control, traffic control, temporary pavement markings, placement of steel plates over open trenches, control of surface water and dewatering operations and job site cleanup shall be incidental to the work and at no additional charge to the County.
6. In general, stormwater drainage structure repair will conform to the *Georgia Department of Transportation Standard Specifications for Construction of Transportation Systems, Latest Edition*. The *DeKalb County Development Code and Standard Drawings for Construction and Design* in addition to the *General Conditions, Technical Specifications and Special Provisions* herein shall govern.
7. Traffic Control will conform to the *Manual on Uniform Traffic Control Devices for Streets and Highways (MUTCD), Latest Edition*.
8. New pavement striping shall conform to the *Georgia Department of Transportation Standard Specifications for Construction of Transportation Systems, Latest Edition*. Temporary pavement markings during construction shall conform to "Section 150 - Traffic Control During Construction" of the standards.
9. Qualified personnel shall supervise the soil erosion and sediment control of each jobsite. Qualified personnel are those who have successfully completed the Worksite Erosion Control Supervisor course (WECS) and maintain a current certification card. A WECS shall be designated for each jobsite.
10. During all phases of the drainage system excavation, a Qualified Person shall remain on the jobsite. The Qualified Person shall submit to the County proof of their trenching and shoring safety training and certification.

11. During all confined space entry operations there shall be present on the jobsite, personnel qualified in Confined Space Entry. The designated personnel shall present to the Engineer proof of their confined space entry training and certification.
12. The County contact person for the Stormwater Drainage Infrastructure Repair contract is Melvin Robinson  
727-A Camp Road, Decatur, Georgia 30032

**END OF SCOPE OF WORK**

## SPECIAL PROVISIONS

I. Unless otherwise directed, all work performed under this contract shall be in accordance with the *Georgia Department of Transportation Standard Specifications, Construction of Transportation Systems, Latest Edition*, except as noted in the Technical Specifications.

A. **DEFINITIONS:** Wherever in the Contract Documents the following terms, or pronouns in place of them are used, their intent and meaning shall be interpreted as follows:

1. County, the County of DeKalb, Georgia, party of the first part of the Contract; also referred to as the OWNER.
2. Chief Executive Officer, the Chief Executive Officer of DeKalb County (CEO).
3. Board, the Board of Commissioners of DeKalb County, Georgia.
4. Department, the DeKalb County Department of Public Works, Roads and Drainage Division.
5. Director, the Deputy Director of the Roads and Drainage Division.
6. Drawings, any plans, drawings, sketches, or illustrations pertaining to the items to be performed under this contract.
7. Engineer or Inspector, the Engineer duly authorized by the County to observe the construction of the work contemplated herein, or his duly authorized assistants or representatives.
8. Project or Work, the entire work to be performed under the Contract.

B. **Extent of Contract:** The work covered by the Contract shall be taken to be as set forth in the Contract Documents as herein defined. All work and materials indicated on the Drawings and/or mentioned in the Scope of Work, and all work and materials necessary for the completion of the Work according to the true intent and meaning of the Contract Documents shall be furnished, performed, and completed.

Should anything be omitted from the Contract Documents which is necessary for a clear understanding of the work, or should any error appear, the Contractor shall notify the Engineer of any such omission or error; and in the event of the Contractor's failure to do so he shall be make good any damage to or defect in his work caused thereby.

In any other case of disagreement between the documents, which constitute the Contract Documents, the Engineer will decide which shall prevail and the Contractor shall proceed in accordance with the Engineer's decision at no change in the Contract price.

C. **Inspection:** The Engineer will inspect the materials furnished and the work done under this Contract, and he is also hereby authorized and empowered to reject and refuse all work and materials, and the

methods of application of any part thereof. under fulfillment of the Contract. that does not comply in kind, quality, quantity, time or place with the Contract Documents. DeKalb County does not commit to having full time inspection or testing of the work while in progress or at sources of materials furnished. Any lack of inspection and/or testing will in no way relieve the Contractor of his responsibility and liability to provide quality workmanship in accordance with the Specifications.

- D. Materials: All materials to be furnished by the Contractor. All materials furnished and/or installed by the Contractor must be furnished only from sources certified by the Georgia Department of Transportation, and be within the limits, tolerances, formulas, etc. as established by the Georgia Department of Transportation. Current GDOT Qualified Products Lists (QPL) shall be used.
- E. Other Contracts: It is understood and agreed that the Contractor shall execute his work in such a manner and in such an order as it will not interfere with any work in progress and will permit the Owner to perform other work or to enter into other contracts for work and/or materials to be constructed or placed in or about the work herein described, with the least interference possible and with complete cooperation. The Engineer will decide on the order of carrying out the work, which will be under his direction and approval. If, in the judgement of the Engineer, the joint occupation of the worksite by one or more contractors, on different contracts, at the same time impedes progress on the work herein described, then, upon recommendation from the Engineer, the County may extend the time for the completion of the work in an amount which accords compensation for the delays so caused. In the case that the Contractor, by his own acts or any person or persons in his employ, shall unnecessarily delay, in the opinion of the Engineer, the work of the Owner or other contractors, by not properly cooperating with them, or by not according them sufficient opportunity or facility to perform work as may be specified, the Contractor shall, in the case pay all costs and expenses incurred by such parties due to any such delay. Hereby he authorizes the Owner to deduct the amount of such costs and expenses from any moneys due or to become due the Contractor under this Contract.
- F. Suspension of Work: The Director shall have the right to suspend the whole or any part or the work to be done hereunder, when in the opinion of the Engineer, the Contractor is not doing the work in accordance with the provisions of the Contract Documents.
- G. Prices: The Owner shall pay the Contractor, the bid price and stipulated in the bid herein contained or hereto annexed under "Extra Work", as full compensation for furnishing all materials and performing all labor and supervision which may be required in the execution and completion of the work and for all expenses incurred up to the date of completion of all contract work completed and accepted in place.
- H. Approval and Acceptance of Work: Following the completion of the Contract and as soon thereafter as is practicable; the County will inspect the entire work in all its parts and details or cause the same to be inspected. If said work and all Contract performances are found to be acceptable and in accord with the provisions and terms of the Contract Documents, the Engineer will certify the work as completed and will accept it on behalf of the County. The Contractor shall provide a corrective measure of defects or quality failures in workmanship or material which becomes apparent within a period of one calendar year from date of official acceptance.



- I. Contractor's Claim for Damages: If the Contractor shall claim compensation for any damages by the acts of the Owner or his officers, representatives or agents, he shall within seven (7) days after the sustaining of such damages, make a written statement to the Engineer of the nature of damage sustained. On or before the fifteenth day of the month subsequent to that in which any such damage shall have been sustained, the Contractor shall file with Engineer an itemized statement of the details and the amount of such damages, and unless such a statement is made as thus required, his claim for compensation shall be forfeited and invalidated, and he shall not be entitled to payment on account of any such damage.
- J. Special Notice: The Contractor shall keep himself fully informed of the conditions relating to construction and labor under which the work is being performed and he shall employ such methods and means in the carrying out of his work in a manner so that it will not cause any interruption or interference with any other contractor of the County or infringe upon the rights, safety and convenience of the Public. In addition, work performed on State, City or County roads shall conform to the rules and regulations of the controlling agency.
- K. Easements and Rights-of-Way: It will be the responsibility of DeKalb County to obtain, prior to beginning of the work, any easements, rights-of-entry, or other agreements necessary for completion of the work. The Contractor, however, shall keep a copy of the rights-of-entry on the jobsite and familiarize himself with any such agreements prior to beginning the work, and he must work to honor any requirements and stipulations therein. The Contractor's operations must be confined to such property, rights-of-way, temporary construction or permanent easements as provided by the County. If additional easements are required, the Contractor shall notify the County during pre-construction meeting.
- L. Notification of Utilities: Before commencing work in any street, right-of-way, or easement, the Contractor shall make arrangements to have all overhead and underground utility services located, and if necessary, for the removal, relocation, or protection of such pole, pipe, cable, or conduit as may be involved. The Contractor shall meet all provisions of Georgia Law relating to utility notification and protection. The Contractor shall protect utilities during all phases of construction. If the apparent location of utilities as marked is in conflict with the proposed lines and grades of work, the Contractor must notify the Engineer immediately, and prior to commencing work. It will then be the responsibility of the Engineer to determine whether the utilities should be moved, the proposed grades adjusted, or if other arrangements need to be made.
- M. The request for location, relocation, removal and protection of utilities as well as coordination of the work by the various utility companies, both public and private, shall be the sole responsibility of the Contractor. Such work involved shall be considered incidental to the work, and no additional compensation will be made.
- N. Safety and Health Regulations: The Contractor shall comply with the Department of Labor, Safety and Health Regulations for construction promulgated under the Occupational Safety and Health Act of 1970 (PL-91-596) and Safety Standard Act (PL- 91-54).
- O. Traffic Control: The cost of all necessary traffic control, including signs, barricades, flagmen, and lights; and any other traffic control devices as needed per the Manual of Uniform Traffic Control Devices, Latest Edition (MUTCD) will be incidental to the work and no additional compensation will

be made.

## II. EXCAVATION PROCEDURES

- A. Definition: As defined herein, Excavation shall include the excavation, handling, backfilling, and disposal of any and all materials encountered in performing the work and shall include all pumping, bailing, and draining; the support of sewers, conduits, and other piping within the trench or adjacent thereto; prevention of damage to structures; all backfill, rolling, tamping, and protection thereof; and all incidental work. All Excavation, as described herein, performed under the terms of this contract, will be incidental to the particular criteria for an item listed under "Additional Earthwork Items" in these Special Provisions; and it will be paid for as described herein.

The Contractor shall clear the site; make all pavement cuts, remove all vegetation, fences, curb and gutter, sidewalks and the like; make to the lines and grades as indicated on the drawings provided; perform all earthwork excavation required for the various pipelines and structures; and shall dispose of all excess excavated materials in a proper manner at approved disposal sites. The Contractor will not bury excess debris such as logs, stumps, organic material, nor any other site waste.

According to the *DeKalb County Development Code*, all subgrades for pipe installations and drainage structure installation shall meet 95% standard proctor soils testing. Roadway restoration subgrade shall meet 95% standard proctor and roadway graded aggregate base (GAB) shall meet 100% standard proctor.

Drawings will be furnished indicating proposed extent of the work, elevations and relative depths are believed to be reasonably correct, but do not purport to be absolutely so, and are presented for informational purposes. The Contractor shall verify the limits and extents of all work to be performed.

- B. Protection of Men and Equipment in Excavations: The Contractor shall comply with the Department of Labor, Safety and Health Regulations for construction promulgated under the Occupational Safety Health Act of 1970 (PL• 91-596) and Safety Standard Act (PL-91-54). The use and adequacy of sheeting, shoring, bracing, sloping, or other provisions to protect men and equipment in a trench or other excavation in compliance with these regulations shall be the sole and exclusive responsibility of the Contractor. Compensation for the necessary protection devices and procedures shall be included in the applicable Pipe Installation pay item or "Extra Depth of Cover" pay item for Pipe Installation, based on the average depth from existing ground level to the top of pipe. A certified Competent Person shall be present during excavation operations.
- C. Unauthorized Excavations: All excavations carried outside of the lines and grades given or specified, together with the disposal of such materials and all excavations and other work resulting from slides, cave-ins, swelling or upheavals shall be at the Contractor's own cost and expense. Spaces resulting from unauthorized excavations or from slides or cave-ins shall be refilled at the Contractor's expense, with

suitable backfill or bedding materials as directed. Excavations beneath foundations are strictly prohibited unless approved in writing by the Engineer.

- D. Excavation Methods: All excavation shall be in open cut unless otherwise indicated on the drawings or approved by the Engineer. Suitable material removed shall be used in backfill, making embankments, filling low areas, or as otherwise directed. Hand tool excavation shall be used where necessary to protect existing utilities and structures.
- E. Protection of Trees and Shrubbery: The Contractor shall be responsible for the protection of tops, trunks, and roots of existing trees that are to remain on the project site. Heavy equipment or stockpiles will not be allowed within branch spread, unless approved by the Engineer. Interfering branches shall be removed without injury to trunks and the scars shall be covered with tree paints, at no additional cost to the County.

No tree or shrubbery shall be removed unless absolutely necessary for construction and approved by the Engineer prior to removal. Removal of shrubbery and trees 6-inch or less in diameter shall be at no additional cost to DeKalb County. Removal of trees greater than 6-inch in diameter shall be accomplished by others or as negotiated under "Extra Work".

- F. Removal of Water: The contractor shall pump out, or otherwise remove and dispose of any water, sewage, or any other liquids, which may be found or may accumulate in the excavations, regardless of the source. All necessary precautions shall be taken to properly drain the areas upon which structures or pipe is to be placed.

There shall be on the job site at all times during construction, proper and approved equipment for the removal of the water, sewage, or any other liquids and their disposal in such a manner as not to interfere with the performance of the work under this Contract. All wastewater shall be removed in accordance with environmental applied methods.

Unless otherwise permitted by the Engineer, ground water encountered within the limits of the excavation shall be depressed to an elevation not less than twelve (12) inches below the bottom of the excavation before pipe laying or concreting is started and shall be so maintained until concrete and joint materials have attained initial set. If upon inspection the Engineer finds that the trench bottom is wet and unstable, No. 57 stone shall be placed to the limits directed.

The removal and control of water and other liquids on the job site shall be incidental to the work, and no additional compensation shall be made except in live streams. If work in the presence of a live stream requires rerouting the stream through a temporary channel or pipe, the rerouting work shall be paid as Ditch Excavation or as Extra Work as directed and approved by the Engineer.

- G. Allowable Trench Widths and Lengths: The maximum width of trenches excavated for pipe installation from an elevation twelve (12) inches above the top of the pipe to the bottom of the trench shall be that indicated on Standard No. 300 of *DeKalb County's Standards for Construction and Design*. Should trenches be excavated with more than the specified maximum widths, the

Engineer may require the Contractor to replace, compact and re-excavate the trench materials at his own expense.

The Engineer shall limit the length of the trench to be opened or the areas of the surface to be disturbed and unrestored at any one time with regard both to expeditious construction and to the convenience and comfort of the persons residing in the neighborhood or frequenting the streets in question. **NO TRENCH SHALL BE OPENED MORE THAN 100 FEET AHEAD OF PIPE LAYING AND OPEN TRENCHES THAT MUST REMAIN OVERNIGHT SHALL BE SAFETY BARRICADED.**

H. Backfill:

STRUCTURES: Backfilling of structures shall proceed as various structures or parts of structures are completed. The Contractor shall fill the space outside and around the walls with suitable materials excavated from the site and stored for that purpose. Immediately adjacent to the structures, the material shall be placed in eight (8) inch lifts, loose measure, and compacted to avoid future settlement. This filling shall be carried to such height, as will bring the finished grade to the required elevations.

TRENCHES: Backfill in trenches where pipe has been laid shall be placed continuously by hand in lifts not exceeding six (6) inches, loose measure, in thickness and carefully and thoroughly consolidated by mechanical tamping simultaneously on both sides of the pipe to a height of twelve (12) inches above the top of the pipe. This backfilling must be done promptly and before any fill is deposited directly from a machine. Boulders and large rocks, which might bear against the pipe or structures, will not be permitted.

After the backfill has been placed to a point twelve (12) inches above the top of pipe, the Contractor may proceed in placing and compacting the remaining backfill in lifts not to exceed eight (8) inches, loose measure. Tamping shall be done by approved mechanical means, and materials shall be compacted to at least 95% standard proctor to the level of topsoil.

Materials used for back filling shall be free from all organic and objectionable materials and shall contain no stones larger than six (6) inches. No stones larger than six (6) inches shall be placed within two feet of a drainage structure or pipe. In case of settlement after back fill. the Contractor shall supply sufficient material satisfactory to the Engineer to make up for the deficiency. The surface of all graded and spoil areas shall be left smooth and level or in an evenly sloped condition, free from stones, rubbish and other debris.

Backfilling shall not be done in freezing weather except by permission of the Engineer and shall not be done with frozen material or upon frozen materials.

- I. Method of Payment: Excavation for structures and pipes with the limits specified shall be considered incidental to the work, and paid for under the respective items, unless specifically noted otherwise; and shall include extending the excavation a minimum of 6- inches below the bottom of the pipe or structure, and placing and compacting Type II backfill material, as defined in Section

812 of the *Standard Specifications of the Georgia Department of Transportation*, to the proper subgrade elevation.

### III. ADDITIONAL EARTHWORK ITEMS

The following items are considered additional to the Earth Excavation, and will be performed according to the included specifications, and paid for separately.

- A. Borrow Excavation: The Contractor shall furnish, haul and place all suitable borrow material as required for proper backfilling of excavations when, in the opinion of the Engineer, and the original material is unsuitable for use as backfill. This item shall also include borrow material required for embankments, over structures, pipes, and elsewhere when suitable material excavated under this Contract is not available in sufficient quantity to perform the work. All material to be used as borrow shall be approved by the Engineer.
- B. Payment: The costs of furnishing, hauling and placing borrow materials shall be included in the price bid per cubic yard for "Borrow Excavation".
- C. Excavation of Unsuitable Materials: It is expected that satisfactory pipe and structure subgrade materials will be found at the excavations indicated on the Drawings. However, should it be found desirable or necessary to go to additional depth, the excavation shall be carried to an additional depth as directed by the Engineer, and replaced with Type II backfill material to the proper subgrade elevation.
- D. Payment: Payment for "Excavation of Unsuitable Materials" shall be made on a cubic yard basis and shall be measured in cut. Such pay shall include excavating and disposing of unsuitable materials, backfilling and compacting Type II material to a level 6-inches below the bottom of the pipe or structure, and any incidental work.
- E. Extra Depth of Cover: The unit price bid for "Extra Depth of Cover" shall include excavating, handling, backfilling, compacting and disposal of materials at specified extra depth of cover areas measured to the top of pipe, including all shoring and protective measures.
- F. Payment: Payment for "Extra Depth of Cover" shall be made on a linear foot basis for pipe installation, and shall be in addition to the unit price bid. The Engineer must approve extra depth if not indicated on the drawings.
- G. Ditch Excavation: This work shall be in accordance with Section 204-Channel Excavation, of the *Standard Specifications of the Georgia Department of Transportation*, except that this work shall include the excavation of inlet ditches, outlet ditches, and tail ditches.
- H. Payment: Payment for "Ditch Excavation" shall be measured in cubic yards of cut, and shall include excavating, shaping, compacting and disposal of material to the lines and grades shown on the Drawings, or as directed by the Engineer.

- I. **Trench Rock Excavation:** Trench rock is defined as stone of hard shale in original ledge or masses and boulders over one-half (1/2) cubic yard in volume that cannot be broken and removed by normal job equipment utilized by the Contractor in Earth Excavation, with minimums as follows:

Any material, which cannot be excavated with a backhoe and cannot be moved without the use of explosives or drills. Material which can be loosened with a pick; or frozen materials, shale and hardpan which, for convenience or economy, is loosened by drilling and blasting or by drilling coupled with edging; or material which is exterior to limits or measurement allowed shall not be measured or classified as Trench Rock Excavation.

- J. **Removing Rock:** In removing rock, special care shall be taken to excavate it as closely as possible to the required shape and with no projection into the neat outside line of the proposed structure or pipe installation. Unless otherwise directed by the Engineer, rock shall be fully taken out at least twenty-five (25) feet in advance of pipe laying and to a point 6-inches below the bottom of the pipe or structure, and to a width not to exceed the maximum width of the trench, for the size of pipe to be laid therein. Only rock actually removed shall be paid for and in no case will allowance be made for rock removed outside the above-specified measurements unless such rock has been taken out at the written direction of the Engineer.

- K. **Blasting:** Blasting will be permitted for removing rock excavation and should it be done the Contractor must use all possible precautions against accidents or damage on account of explosions or use or storage of explosives. An experienced person must be employed to carry on the work of blasting. Such work must be performed with licensed supervision. Blasting plans must be prior approved by the Engineer and blasting will be approved and paid for under the "Extra Work" section of this Contract.

Explosives shall be used, handled and stored as prescribed by the laws and regulations of the State of Georgia and all applicable local laws and regulations. All explosives shall be kept in a safe place at a sufficient distance from the work and the general public so that in case of accident, no damage will occur. No explosives will be stored overnight on the jobsite.

Blasting shall be conducted so as not to endanger persons or property) and whenever required or ordered by the Engineer, the blast shall be covered by mats or otherwise satisfactorily confined. The Contractor shall be held responsible for and shall make good any damage caused by blasting or accidental explosion.

- L. **Payment:** Payment for "Trench Rock Excavation" shall be made at the unit price bid per cubic yard, measured in cut, and shall include the excavation and disposal of rock, placing and compacting selected backfill materials to the specified subgrade elevation, and the furnishing of all labor, materials, tools and equipment necessary to complete the work as specified or shown in the Drawings.

- M. **Erosion Control:** The Contractor shall fully comply with the applicable requirements of local, state, and federal agencies in the control and containment of soil erosion. Erosion Control shall be placed prior to any earth disturbing activity and maintained until such time as satisfactory stand of grass, or suitable ground cover is established and final acceptance of the work by the Engineer is granted. The Contractor shall be responsible for any and all damages arising out

of his failure to maintain an adequate soil erosion program. Where steep gradients are encountered, the Engineer may direct the placement of Stone Plain Rip Rap (12-inch), or other measure deemed necessary.

- N. Payment: Payment of erosion control shall be made at the bid unit prices for silt fence, hay bales, and Stone Plain Rip Rap (12-inch) grass, sod, mulching, gutter dams and shall include furnishing, installing, maintaining and removing the erosion control items, as well as any related incidental work.
- O. Removal of Existing Pipes and Structures: This work shall include removing various pipes and structures; including, but not limited to concrete and metal pipe, catch basins, manholes, flared end sections and headwalls, of all types and sizes. The removal of box culverts and bridges will not be included in this Contract.

#### IV. TOPSOIL, SEEDING AND SODDING

- A. Work Included: This work shall be performed in accordance with Section 700 of the *Standard Specifications of the Georgia Department of Transportation*.

The Contractor shall furnish and place, to the satisfaction of the Engineer, all materials necessary to properly restore all ground surfaces irrespective of type, which may be disturbed in the progress of work required under this Contract. This work shall include in general, but without limitation: the spreading of topsoil, seeding, fertilizing, mulching and watering required to restore disturbed areas as necessary for the proper completion of work.

- B. Topsoil: Where directed by the Engineer, areas to be seeded shall be covered with a layer of topsoil. The topsoil shall be of sufficient thickness that where spread and compacted, a minimum of four (4) inches shall be available. The furnished topsoil shall be uniform texture, free from stones, plant stumps, and large roots and constitute a homogeneous soil meeting the requirement of GDOT and approved by the Engineer. No exiting materials may be reused in this work unless approved by the Engineer.
- C. Seeding: Where directed by the Engineer, the affected areas shall be seeded. All seeded areas shall be wheat straw mulched immediately after seeding. The Contractor shall be responsible for maintaining all seeded areas including watering and reseeding any defective area until a satisfactory stand of grass is accomplished and final acceptance of the work by the Engineer is obtained. Areas showing evidence of settlement or loss of topsoil shall be rebuilt and reseeded as required, at no additional cost to the County. Wherever possible, replace existing grassed areas with grass of similar characteristics and appearance meeting as a minimum the specification requirements included herein.
- D. Sodding: On all sod type lawns and other improved, well established grass areas, the sod/grass shall be cut into rolls, carefully removed, kept alive and replaced after the backfilling is finished. The Contractor shall also remove all spoil from such areas as quickly as possible after the excavation is backfilled, and he shall leave the premises in as good condition as before undertaking the work.

- E. Payment: The quantity to be paid for under the appropriate items shall be as follows:
1. Topsoil: The quantity to be paid for under the bid unit price for "Topsoil" shall be the actual number of cubic yards of topsoil placed as ordered by the Engineer and shall include preparing, placing lime, fertilizing, mulching, and watering the affected area.
  2. Seeding: The quantity to be paid for under the bid unit price for "Seeding" shall be the actual number of square yards as directed by the Engineer and shall include preparing, placing lime, fertilizing, seeding, mulching, and watering the affected area.
  3. Sodding: The quantity to be paid for under the bid unit price for "Sodding" shall be the actual number of square feet as directed by the Engineer and shall be full compensation for removing, storing, maintaining, replacing, and watering existing sod material. If, due to the Contractor's negligence, or other factors beyond the control of DeKalb County, the existing sod material is not suitable for replacement, the Contractor shall furnish and haul new sod of the same type as that removed, at no additional cost to the County. Sod specified by the Engineer shall be paid per bid unit prices.

V. **RESTORING ROADS, DRIVEWAYS, SIDEWALKS, AND CURBS**

- A. Work included: The Contractor shall furnish all materials for, and properly restore to the satisfaction of the Engineer, all roads, driveways, sidewalks, and curbs; which may be required to be removed or disturbed in the progress of work. The work shall include furnishing and placing all asphalt concrete, reinforcing steel, aggregate, or other material necessary for the proper completion of work as may be required, directed or as specified herein. Contractor shall repair at no cost to the County any roadway structures that the damage.

Whenever the removal of pavements (other than gravel types) are required. the Contractor shall outline the area to be removed by making saw cuts. providing vertical cuts in straight lines. Should pavement breakage occur beyond the original saw cut. the Contractor will be required to make a new straight saw cut beyond the furthest point of breakage, at no additional compensation for that saw cut.

- B. Road Restoration: Street cuts must be repaired in accordance with the *DeKalb County Department of Planning and Development Standard Drawing titled "Utility Street Cuts and Structure Adjustment"*. The construction must occur under the protection of traffic control signage required in *The Georgia Manual on Uniform Traffic Control Devices* at no additional charge to the County. Any cut left overnight will be covered with steel plates secured to the pavement. Contractor must contact the Engineer for an inspection of the trench just before pouring the concrete base.
- C. Driveway Restoration: The Contractor shall restore concrete driveways removed or disturbed during construction in accordance with Standard No. 709, of the *DeKalb County Standards for Construction and Design*. Driveways shall be constructed to the thickness of the adjoining wearing surface or to the minimums shown in Standard 709, whichever is greater. In restoring driveways, the subsoil and foundation materials shall be well compacted so as to prevent any settlement or cracking of the driveway pavement. Where necessary to cut a concrete driveway, cuts shall be



made as noted above. THE ENGINEER MUST APPROVE ANY SLAB REMOVAL BEYOND ALLOWABLE TRENCH REPAVING WIDTHS.

- D. Sidewalk and Curb Restoration: The Contractor shall restore all curb and gutter, and sidewalk sections removed during construction. The work shall be in accordance with Section 441- Miscellaneous Concrete of the *Standard Specifications of the Georgia Department of Transportation*. Curbing and sidewalks shall be made to conform accurately in size, line, grade and materials with that adjoining, and the subsoil and foundation materials shall be well compacted so as to prevent any settlement of the replacement sections.
- E. Payment: The quantity to be paid for under the bid unit prices per square yard for Driveway Restoration and Sidewalk Restoration and per linear foot of Curb restoration (high-back and roll-back) shall be the actual quantity placed as directed by the Engineer.

Excavation and disposal of existing pavement, driveway, sidewalk and curb material is incidental to the particular item being constructed, and no additional compensation will be made; except for "Saw Cut Pavement", to be paid at the bid unit price.

## **VI. CONCRETE STRUCTURES - POURED IN PLACE**

- A. Work Included: The Contractor shall furnish and place all materials necessary to construct concrete drainage structures, both reinforces and non-reinforced, as directed by the Engineer or the Drawings. Such structures will ordinarily be used where the alternative precast concrete or brick structures are not feasible and/or economical; and shall include, but not limited to: headwalls, wingwalls, pads, junction boxes, catch basins and reinforced walls. All work shall be performed in accordance with Sections 441 and 500 of the *Standard Specifications of the Georgia Department of Transportation*.
- B. Payment: Payment for "Concrete Structures - Poured in Place" will be per cubic yard of concrete actually placed, as measured in place including reinforcing steel and shall be full compensation for the necessary excavation, forming, pouring, finishing, removal of forms and backfill, as well as the cost of all materials.

## **VII. SPECIAL BRICK STRUCTURES**

- A. Work Included: The Contractor shall furnish and place all materials necessary for brick drainage structures; as shown on the plans or directed by the Engineer. Such structures shall be used where precast or poured in place are not feasible and/or economical; and shall include, but not be limited to; headwalls, wingwalls, and retaining walls, but shall not include brick catch basins and manholes which are included as separate pay items on the Contractor Bid Sheet. All work will be performed in accordance with Section 608 and 834 of the *Standard Specifications of the Georgia Department of Transportation*.
- B. Payment: Payment for "Special Brick Structures" will be per cubic yard of brick actually placed, as measured in place; and shall be full compensation for the necessary excavation, bricklaying and backfill; as well as the cost of materials.

NOTE: Payment for brick manholes and catch basins, constructed in accordance with Georgia

DOT Standards 1033, 1034, or 1011 will be paid for at bid unit prices.

#### **VIII. KEEPING THE ROAD OPEN TO TRAFFIC**

- A. Keeping the roadway open to traffic with Steel Plates: In general, the Contractor should perform any work in the roadway in such a manner as to have all travel lanes safely open at the end of the workday. The Contractor may with prior direction by the Engineer be required to keep the road open at night with the use of steel plates.
- B. Road Closures: In cases where the scope of the work is extensive and a total road closure is necessary, the Contractor shall provide to the Engineer a schedule of work and traffic control plan 10 calendar days in advance for review, approval, and notifications.

#### **IX. ARCH PIPE**

Arch Pipe. In the event that Arch Pipe is specified and required on a particular job, it will be paid as follows:

DeKalb County assumes that little, if any, additional effort is required to install and backfill arch pipe and will, therefore, pay for this item at the bid price for the equivalent round pipe size, metal or concrete, as applicable.

#### **X. MAILBOXES**

- A. The Contractor shall have the responsibility for removing and relocating the mailbox to an area outside the construction limits.
- B. The location of the box will be convenient to the citizen and the mail carrier, yet not interfering with the proposed work. It may be necessary for the Contractor to confer with the Post Office serving the area.
- C. The Contractor shall notify each affected owner, in writing, that their mailbox is in conflict with the proposed construction and that they will be temporarily relocated.
- D. Mailbox relocation shall be paid for per bid items for mailbox (brick) or mailbox {post- type).

#### **XI. TOCCO BLOCK WALLS**

- A. Tocco block (concrete waste block) walls are commonly constructed on drainage projects for retaining walls and large headwalls.
- B. The County will furnish Tocco blocks, and the contractor shall pick up the blocks at the Roads and Drainage Division, Maintenance Yard located at 729 Camp Road, Decatur, Georgia, 30032.

C. The placement of block, mortar for joints and wall drain lines shall be included in the bid item for Tocco Block Walls.

**XII. PAYMENT FOR DAMAGES DUE TO CONTRACTOR NEGLIGENCE**

When or where any direct or indirect damage or injury is done to public or private property by or on account of any act, omission, neglect, or misconduct in the execution of the work, or in consequence of the non-execution thereof by the Contractor, the Contractor shall restore, at his own expense, such property to a condition similar or equal to that existing before such damage or injury was done, by repairing, rebuilding, replacing, or restoring as may be directed, or shall make good such damage or injury in an acceptable manner.

**XIII. EXTRA WORK SECTION**

Definition: Extra work when ordered by the County will be authorized in writing by the Engineer. The authorization will be in the form of a Supplemental Agreement.

**Change Order Agreement**

In the case of a Change Order Agreement, the work to be done will be stipulated and agreed upon by both parties prior to any extra work being performed.

Payment based on Change Order Agreement shall constitute full payment and settlement of all additional costs and expenses incurred due to the Work performed.

**Additional Work Under Change Order Agreement**

Extra work will be done at Lump Sum or stated Bid Unit Prices, such work may be authorized by the Department to be done on extra work basis. The Contractor shall prepare a cost proposal that identifies all anticipated costs. Work shall not begin until the Supplemental Agreement is approved. Payment for extra work will be in accordance with the following:

- A. **Labor:** For all labor, equipment operators and supervisors, excluding superintendents, in direct charge of the specific operations, the Contractor shall receive the rate of wage agreed upon in writing before beginning work. An amount equal to 15% of the sum of the above items will also be paid the contractor.
- B. **Materials:** For materials accepted by the Engineer and used, the Contractor shall receive the actual cost of such materials incorporated into The Work, (exclusive of machinery rentals as hereinafter set forth). The contractor shall receive bid unit prices for those materials included in the contract. In select cases, the County may supply (72-inch or greater) diameter pipe or box culverts.

- C. **Equipment:** For any machinery or special equipment (other than small tools), the use of which has been authorized by the Engineer, the Contractor shall receive the rental rates indicated on the cost proposal for the actual time that such equipment is in operation on the work or the time, the equipment is directed to stand by. Equipment rental shall be detailed in the cost proposal. Equipment costs plus 10% will be paid to the contractor.
  
- D. **Specialty Sub-Contractors:** Specialty sub-contractors, which are required to complete Extra Work projects, shall be paid at cost plus 10%. Three cost quotes shall be necessary and submitted to the Engineer for approval and selection.

**END OF SPECIAL PROVISIONS**

## TECHNICAL SPECIFICATIONS

### 1. Pipe Liners (Slip Lining Pipes)

- A. Pipe shall be lined as directed by the Engineer. Pipe shall be lined with high-density polyethylene (HOPE) or polyvinyl chloride (PVC) type liners approved by the County.
- B. The ends of the host pipe ends at drainage structures, and ends at breaks in the host pipe shall be sealed with non-shrink grout at a distance  $\frac{1}{2}$  the inside diameter of the liner pipe (0.5D).
- C. The host pipe shall be thoroughly cleaned of all water, silt and debris before the lining operations begin.
- D. All pipe lining shall be performed according to the manufacturer's specifications and good construction practice.
- E. All liner jobsites, which involve inverts at drainage structures, will have inverts adjusted to provide positive flow. Inverts will be adjusted with hydraulic cement and no additional cost to the County.

### 2. Storm Drainage Pipes

- A. Storm drainage pipes shall be constructed according to the GDOT Specification, Section 550- Storm Drain Pipe, Pipe Arch Culverts, and Side Drain Pipe (See Section 550 on the following pages).
- B. All pipe shall be met GDOT Standards and be listed on the Qualified Products List (QPL) or as specified by the Engineer.
- C. Corrugated polyethylene culvert pipe shall be constructed according to GDOT Specification, Section 845- Smooth Lined Corrugated Polyethylene (PE) Culvert Pipe.

**END OF TECHNICAL SPECIFICATIONS**

## REQUIRED DOCUMENTS CHECKLIST

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

Bid Page No.	Title	Check This Box If Included With Bid
11	Certification Regarding Lobbying*	
38	Required Documents Checklist	
39	Acknowledgement of Bidder*	
44-51	Bidder's Unit Price Form (in a separate, sealed envelope)*	
52-53	Bid Bond *	
54-57	First Source Jobs Ordinance Exhibits 1 and 2	
58	Contractor Affidavit and Oath of Successful Bidder	
60	Contractor's Affidavit*	
61	Subcontractor Affidavit, (also applicable to LSBE vendors serving as subcontractors)**	
62	Contractor Reference and Release Form*	
63	Subcontractor Reference and Release Form **	
-	Copy of Georgia Utility Systems Contractor's License <u>AND</u> Utility Manager's Certificate*	

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

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

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

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Signature

**ACKNOWLEDGEMENT OF BIDDER**

I \_\_\_\_\_ have had the opportunity to review and have reviewed this Bid Document Package dated \_\_\_\_\_, 20\_\_ in its entirety and I agree that it is accurate and complete. I \_\_\_\_\_ am duly and properly in office and I am *fully authorized and empowered to execute this Acknowledgment for and on behalf of the Contractor.*

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

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

\_\_\_\_\_  
Title

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

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

\_\_\_\_\_  
Signature

**ATTEST:**

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

\_\_\_\_\_  
Title

## **BIDDER'S UNIT PRICE FORM**

(Page 1 of 12)

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

TO: The Governing Authority of DeKalb County, Georgia

The undersigned, as Bidder, declares that he has carefully examined ITB No. 24-101673 Stormwater Drainage Infrastructure System Repair for Public Works Stormwater - American Rescue Plan Act Project (Multiyear Contract), an annexed proposed form of Contract, the Specifications therein contained, and the Drawings therein referred to, and that he proposes and agrees that if his Bid is accepted, to provide the necessary machinery, tools, apparatus, and other means of construction, and will furnish all materials and labor specified in the Contract, or called for by the Drawings, or necessary to complete the Work in the manner therein specified within the time specified, as therein set forth for the unit prices on the form following this page. If the Bidder's Unit Price exceeds one page in length it should be completed in an excel format, typewritten, printed out and attached hereto. Handwritten Unit Prices exceeding one page in length may not be accepted and may result in the proposed Bid being deemed non-responsive.

Bid Unit Price Form Glossary:

AC = Acre

CY = Cubic Yard

EA = Each

LF = Linear Foot

LS = Lump Sum

SY = Square Yard

TN = Ton

VF = Vertical Foot

No Bid may be revoked or withdrawn until one hundred twenty (120) days after the time set for opening the Bids.

*\*A Work Allowance has been allocated and should be included as noted in the Contractor's Price. The Work Allowance is for use for ancillary items not specifically called out for in the Price Schedule. Such items include but are not limited to: mobilization, hydroseeding (ac), maintenance of inlet sediment trap (ea), grading, dumped rip rap, filter blanket, nyloplast drain basin (inc. concrete), modular retaining wall (on existing wall footing), demolition of existing and hauling off retaining wall, tree removal and haul off, stump removal and haul off, root removal under pavement (unclassified excavation), haul off and dispose of pavement, topsoil fill in, remove and discard damaged wheel stopes, remove and salvage wheel stops, reinstall salvaged wheel stops, installation of new wheel stops, misc. landscaping (including parking islands), clean storm pipe from ditch to DI, cleaning of DI box.*



**BIDDER'S UNIT PRICE FORM**

(Page 2 of 12)

THE ITEMS LISTED BELOW ARE TO BE CONSTRUCTED IN ACCORDANCE WITH THE GDOT, STANDARD SPECIFICATIONS, CONSTRUCTION OF TRANSPORTATION SYSTEMS. 2001 EDITION. NOTE: ALL ITEMS ARE INSTALLED PRICES COMPLETE					
ITEM NO.	DESCRIPTION	UNIT	APPROX. QTY.	UNIT PRICE	AMOUNT
1.	Clean & Pre CCTV Survey 16" and Smaller (less than 50% full)	LF	50	\$ _____	\$ _____
2.	Clean & Pre CCTV Survey 16" and Smaller (50% full or greater)	LF	50	\$ _____	\$ _____
3.	Clean & Pre CCTV Survey 18" to 36" (less than 50% full)	LF	50	\$ _____	\$ _____
4.	Clean & Pre CCTV Survey 18" to 38" (50% full or greater)	LF	50	\$ _____	\$ _____
5.	Clean & Pre CCTV Survey 42" and Greater (less than 50% full)	LF	50	\$ _____	\$ _____
6.	Clean & Pre CCTV Survey 42" and Greater (50% full or greater)	LF	50	\$ _____	\$ _____
7.	Post CCTV Survey	LF	50	\$ _____	\$ _____
8.	8" RCP	LF	50	\$ _____	\$ _____
9.	10" RCP	LF	50	\$ _____	\$ _____
10.	12" RCP	LF	50	\$ _____	\$ _____
11.	16" RCP	LF	50	\$ _____	\$ _____
12.	18" RCP	LF	50	\$ _____	\$ _____
13.	24" RCP	LF	50	\$ _____	\$ _____
14.	30" RCP	LF	50	\$ _____	\$ _____
15.	36" RCP	LF	50	\$ _____	\$ _____
16.	42" RCP	LF	60	\$ _____	\$ _____
17.	48" RCP	LF	60	\$ _____	\$ _____
18.	54" RCP	LF	50	\$ _____	\$ _____
19.	60" RCP	LF	60	\$ _____	\$ _____
20.	66" RCP	LF	60	\$ _____	\$ _____
21.	72" RCP	LF	60	\$ _____	\$ _____
22.	8" CMP -Type 2 Steel	LF	50	\$ _____	\$ _____
23.	10" CMP -Type 2 Steel	LF	50	\$ _____	\$ _____
24.	12" CMP -Type 2 Steel	LF	50	\$ _____	\$ _____
25.	16" CMP -Type 2 Steel	LF	50	\$ _____	\$ _____
26.	18" CMP -Type 2 Steel	LF	100	\$ _____	\$ _____

**BIDDER'S UNIT PRICE FORM**

(Page 3 of 12)

ITEM NO.	DESCRIPTION	UNIT	APPROX. QTY.	UNIT PRICE	AMOUNT
27.	24 CMP -Type 2 Steel	LF	50	\$ _____	\$ _____
28.	30" CMP -Type 2 Steel	LF	100	\$ _____	\$ _____
29.	36" CMP -Type 2 Steel	LF	70	\$ _____	\$ _____
30.	42" CMP -Type 2 Steel	LF	60	\$ _____	\$ _____
31.	48" CMP -Type 2 Steel	LF	100	\$ _____	\$ _____
32.	54" CMP -Type 2 Steel	LF	60	\$ _____	\$ _____
33.	60" CMP -Type 2 Steel	LF	60	\$ _____	\$ _____
34.	66" CMP -Type 2 Steel	LF	60	\$ _____	\$ _____
35.	72" CMP -Type 2 Steel	LF	60	\$ _____	\$ _____
36.	Extra depth of cover {10-15 ft.)	LF	250	\$ _____	\$ _____
37.	Extra depth of cover {15-20 ft.)	LF	250	\$ _____	\$ _____
38.	Extra depth of cover {20-25 ft.)	LF	250	\$ _____	\$ _____
39.	12" Poly Pipe Liner	LF	50	\$ _____	\$ _____
40.	15" Poly Pipe Liner	LF	50	\$ _____	\$ _____
41.	18" Poly Pipe Liner	LF	100	\$ _____	\$ _____
42.	24" Poly Pipe Liner	LF	150	\$ _____	\$ _____
43.	27" Poly Pipe Liner	LF	100	\$ _____	\$ _____
44.	30" Poly Pipe Liner	LF	150	\$ _____	\$ _____
45.	36" Poly Pipe Liner	LF	100	\$ _____	\$ _____
46.	42" Poly Pipe Liner	LF	100	\$ _____	\$ _____
47.	4" PVC	LF	50	\$ _____	\$ _____
48.	6" PVC	LF	50	\$ _____	\$ _____
49.	8" PVC	LF	50	\$ _____	\$ _____
50.	10" PVC	LF	50	\$ _____	\$ _____
51.	12" PVC	LF	50	\$ _____	\$ _____
52.	12" Conc. FES	EA	5	\$ _____	\$ _____
53.	15" Conc. FES	EA	5	\$ _____	\$ _____
54.	18" Conc. FES	EA	5	\$ _____	\$ _____
55.	24" Conc. FES	EA	5	\$ _____	\$ _____
56.	30" Conc. FES	EA	5	\$ _____	\$ _____

**BIDDER'S UNIT PRICE FORM**

(Page 4 of 12)

ITEM NO.	DESCRIPTION	UNIT	APPROX. QTY.	UNIT PRICE	AMOUNT
57.	36" Conc. FES	EA	5	\$ _____	\$ _____
58.	42" Conc. FES	EA	5	\$ _____	\$ _____
59.	Std. Brick MH	VF	10	\$ _____	\$ _____
60.	Std. Brick CB	VF	10	\$ _____	\$ _____
61.	Std. Precast MH	VF	50	\$ _____	\$ _____
62.	Std. Precast CB	VF	50	\$ _____	\$ _____
63.	8" CMP FES Type 2 Steel	EA	10	\$ _____	\$ _____
64.	10" CMP FES Type 2 Steel	EA	10	\$ _____	\$ _____
65.	12" CMP FES Type 2 Steel	EA	10	\$ _____	\$ _____
66.	16" CMP FES Type 2 Steel	EA	10	\$ _____	\$ _____
67.	18" CMP FES Type 2 Steel	EA	10	\$ _____	\$ _____
68.	24" CMP FES Type 2 Steel	EA	10	\$ _____	\$ _____
69.	30" CMP FES Type 2 Steel	EA	6	\$ _____	\$ _____
70.	36" CMP FES Type 2 Steel	EA	6	\$ _____	\$ _____
71.	42" CMP FES Type 2 Steel	EA	6	\$ _____	\$ _____
72.	18" Precast HW	EA	50	\$ _____	\$ _____
73.	24" Precast HW	EA	6	\$ _____	\$ _____
74.	36" Precast HW	EA	6	\$ _____	\$ _____
75.	42" Precast HW	EA	6	\$ _____	\$ _____
76.	48" Precast HW	EA	6	\$ _____	\$ _____
77.	54" Conc. HW Cast in place	EA	6	\$ _____	\$ _____
78.	60" Conc. HW Cast in place	EA	6	\$ _____	\$ _____
79.	Conc. Apron (includes #4 rebar @ 12" o.c./e.w. with toe wall)	CY	100	\$ _____	\$ _____
80.	Concrete Apron (no steel)	CY	100	\$ _____	\$ _____
81.	Conc. Flume (no steel)	CY	50	\$ _____	\$ _____
82.	Conc. Flume (includes #4 rebar @ 6" o.c./c.w.)	CY	50	\$ _____	\$ _____
83.	Special Brick Structures (Const.)	CY	25	\$ _____	\$ _____

**BIDDER'S UNIT PRICE FORM**

(Page 5 of 12)

ITEM NO.	DESCRIPTION	UNIT	APPROX. QTY.	UNIT PRICE	AMOUNT
84.	Misc. Concrete Structures (include #4 rebar @ 6" o.c./e.w.)	CY	20	\$ _____	\$ _____
85.	24" high back curb remove & replace	LF	200	\$ _____	\$ _____
86.	30" high back curb remove & replace	LF	200	\$ _____	\$ _____
87.	24" roll back curb remove & replace	LF	100	\$ _____	\$ _____
88.	30" roll back curb remove & replace	LF	100	\$ _____	\$ _____
89.	New granite curb includes backfill	LF	100	\$ _____	\$ _____
90.	Adjust granite curb includes backfill	LF	200	\$ _____	\$ _____
91.	Concrete Pipe collars (all pipe sizes)	CY	10	\$ _____	\$ _____
92.	Brick Pipe collars (all pipe sizes)	CY	10	\$ _____	\$ _____
93.	Remove Exist. Pipes (all types)	LF	100	\$ _____	\$ _____
94.	Classified Stone (#57, 3 & 5)	TON	50	\$ _____	\$ _____
95.	Road Restoration >10 ft. wide to sub-base	SY	50	\$ _____	\$ _____
96.	Road Restoration Principal Arterial (to sub-base)	SY	50	\$ _____	\$ _____
97.	Road Restoration Major Arterial (to sub-base)	SY	50	\$ _____	\$ _____
98.	Road Restoration Minor Arterial (to sub-base)	SY	50	\$ _____	\$ _____
99.	Road Restoration Major Collector (to sub-base)	SY	50	\$ _____	\$ _____

**BIDDER'S UNIT PRICE FORM**

(Page 6 of 12)

ITEM NO.	DESCRIPTION	UNIT	APPROX. QTY.	UNIT PRICE	AMOUNT
100.	Road Restoration Minor Collector (to sub-base)	SY	50	\$ _____	\$ _____
101.	Drive Restoration Class A conc. – 6"	SY	50	\$ _____	\$ _____
102.	Sidewalk Restoration Class B conc. – 6"	SY	50	\$ _____	\$ _____
103.	Ditch Excavation Complete	CY	500	\$ _____	\$ _____
104.	Excavate & haul off Unsuitable material complete	CY	500	\$ _____	\$ _____
105.	Borrow Fill; includes material	CY	500	\$ _____	\$ _____
106.	Trench Rock Excavation	CY	50	\$ _____	\$ _____
107.	Stone Plain Rip-Rap, Type 1	TON	100	\$ _____	\$ _____
108.	Stone Plain Rip-Rap, Type 3	TON	20	\$ _____	\$ _____
109.	Silt Fence, Type A	LF	1,000	\$ _____	\$ _____
110.	Silt Fence, Type C	LF	1,000	\$ _____	\$ _____
111.	Clearing/grubbing complete	CY	100	\$ _____	\$ _____
112.	Hay bales	EA	100	\$ _____	\$ _____
113.	Pine Straw	EA	100	\$ _____	\$ _____
114.	Seed & Wheat Straw	SF	5,000	\$ _____	\$ _____
115.	Top Soil Placed	CY	500	\$ _____	\$ _____
116.	Remove Existing Structures (all types)	EA	20	\$ _____	\$ _____
117.	Tree Removal 12" to 24" diameter 2-ft from ground	EA	10	\$ _____	\$ _____
118.	Tree Removal 25" to 36" diameter 2-ft from ground	EA	10	\$ _____	\$ _____
119.	Tree Removal 37" to 42" diameter 2-ft from ground	EA	6	\$ _____	\$ _____
120.	Remove tree stumps 12" to 24" diameter 2-ft from ground	EA	10	\$ _____	\$ _____

**BIDDER'S UNIT PRICE FORM**

(Page 7 of 12)

ITEM NO.	DESCRIPTION	UNIT	APPROX. QTY.	UNIT PRICE	AMOUNT
121.	Remove tree stumps 25" to 36" diameter 2-ft from ground	EA	10	\$ _____	\$ _____
122.	Remove tree stumps 37" to 42" diameter 2-ft from ground	EA	6	\$ _____	\$ _____
123.	Rip-Rap Check dams	CY	10	\$ _____	\$ _____
124.	Removal tree stumps 12" to 24" diameter 2ft. from ground	EA	10	\$ _____	\$ _____
125.	Removal tree stumps 25" to 36" diameter 2ft. from ground	EA	10	\$ _____	\$ _____
126.	Removal tree stumps 37" to 42" diameter 2ft. from ground	EA	6	\$ _____	\$ _____
127.	Grinding of stump 12" to 24" diameter 2ft. from ground	EA	10	\$ _____	\$ _____
128.	Grinding of stump 25" to 36" diameter 2ft. from ground	EA	10	\$ _____	\$ _____
129.	Grinding of stump 37" to 42" diameter 2ft. from ground	EA	10	\$ _____	\$ _____
130.	Tocco Block Walls includes mortar & wall drain lines (block furnished)	Per 2'x4 block	640	\$ _____	\$ _____
131.	Drop Inlets 1-10 ft. Depth	EA	10	\$ _____	\$ _____
132.	Manholes 1-10ft. Depth	EA	10	\$ _____	\$ _____
133.	8" poly pipes	LF	40	\$ _____	\$ _____
134.	10" poly pipes	LF	40	\$ _____	\$ _____
135.	12" poly pipes	LF	40	\$ _____	\$ _____
136.	16" poly pipes	LF	40	\$ _____	\$ _____
137.	18" poly pipes	LF	40	\$ _____	\$ _____
138.	24" poly pipes	LF	40	\$ _____	\$ _____
139.	30" poly pipes	LF	40	\$ _____	\$ _____
140.	36" poly pipes	LF	40	\$ _____	\$ _____
141.	42" poly pipes	LF	40	\$ _____	\$ _____

**BIDDER'S UNIT PRICE FORM**

(Page 8 of 12)

ITEM NO.	DESCRIPTION	UNIT	APPROX. QTY.	UNIT PRICE	AMOUNT
142.	48" poly pipes	LF	40	\$ _____	\$ _____
143.	54" poly pipes	LF	40	\$ _____	\$ _____
144.	60" poly pipes	LF	40	\$ _____	\$ _____
145.	66" poly pipes	LF	40	\$ _____	\$ _____
146.	72" poly pipes	LF	40	\$ _____	\$ _____
147.	Replace wooden fence	LF	200	\$ _____	\$ _____
148.	Fencing, 4-ft. high 11 gage wire (includes gates, all colors)	LF	200	\$ _____	\$ _____
149.	Fencing removal & disposal, wood or metal	LF	100	\$ _____	\$ _____
150.	GDOT Std. 1033 Pre-cast Lid replace or install new	EA	20	\$ _____	\$ _____
151.	GDOT Std. 1034 Pre-cast Lid replace or install new	EA	20	\$ _____	\$ _____
152.	Precast Lid, 4'x4' w/ MH access	EA	50	\$ _____	\$ _____
153.	Driveway grates (furnished) w/brick channel	LF	50	\$ _____	\$ _____
154.	Heavy Duty Road grates (furnished) w/concrete channel	LF	50	\$ _____	\$ _____
155.	Lawn sprinkler system repair	LF	500	\$ _____	\$ _____
156.	Lawn sprinkler heads installed complete	EA	50	\$ _____	\$ _____
157.	Sod-Fescue, all types	SF	1,000	\$ _____	\$ _____
158.	Sod-Bermuda, all types	SF	1,000	\$ _____	\$ _____
159.	Sod-Zoysia, all types	SF	500	\$ _____	\$ _____
160.	Sod-centipede, all types	SF	1,000	\$ _____	\$ _____
161.	Saw cut pavement to 9" depth max.	LF	100	\$ _____	\$ _____
162.	Erosion control mat (hemp type)	SY	100	\$ _____	\$ _____
163.	Filter fabric	SY	100	\$ _____	\$ _____
164.	Alum Handrails GDOT std. 3626	LF	50	\$ _____	\$ _____

**BIDDER'S UNIT PRICE FORM**

(Page 9 of 12)

ITEM NO.	DESCRIPTION	UNIT	APPROX. QTY.	UNIT PRICE	AMOUNT
165.	Cofferdam	CY	50	\$ _____	\$ _____
166.	Flowable Fill; 700 psi	CY	60	\$ _____	\$ _____
167.	Adjust Exist. CB to grade	VF	10	\$ _____	\$ _____
168.	Adjust Exist. DI to grade	VF	10	\$ _____	\$ _____
169.	Adjust Exist. MH to grade	VF	10	\$ _____	\$ _____
170.	Adj. Minor structure to grade	VF	10	\$ _____	\$ _____
171.	Adjust water meter to grade	EA	30	\$ _____	\$ _____
172.	Guardrail, Type T w/ std. Ends	LF	60	\$ _____	\$ _____
173.	Guardrail, Type W w/ std. Ends	LF	60	\$ _____	\$ _____
174.	Safety Barrier Fence (orange) 4 ft. high	LF	100	\$ _____	\$ _____
175.	Junction box (to grade with MH lid)	VF	10	\$ _____	\$ _____
176.	Spring Box (4'x4' with MH lid)	EA	10	\$ _____	\$ _____
177.	Mailbox (Brick)	EA	10	\$ _____	\$ _____
178.	Mailbox (post type)	EA	20	\$ _____	\$ _____
179.	Misc. shrubs (3 gals)	EA	20	\$ _____	\$ _____
180.	Misc. trees (10 gals)	EA	20	\$ _____	\$ _____
181.	Misc. trees (5 gals)	EA	20	\$ _____	\$ _____
182.	Laborer	HR	80	\$ _____	\$ _____
183.	Equip. Operator	HR	80	\$ _____	\$ _____
184.	Truck Driver	HR	80	\$ _____	\$ _____
185.	Mason	HR	40	\$ _____	\$ _____
186.	Foreman	HR	40	\$ _____	\$ _____
187.	Work Allowance	LS	1	\$150,000.00	\$150,000.00
Grand Total					\$ _____

TOTAL BID: \$ \_\_\_\_\_



**BIDDER'S UNIT PRICE FORM**

(Page 10 of 12)

Pricing shall be inclusive of all required duties associated with all services outlined within the price schedule.

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

These quantities are approximate and may be increased or decreased as to any and all units as necessary to complete the construction of said Project without entitling the Contractor to any claim for extra compensation because of any injury, damage or delay he may sustain on account of such increase or decrease. The Contractor shall be entitled to compensation on the foregoing unit prices only on the quantities of materials actually furnished and work actually done as determined and approved in writing by the County through an inspection of the work completed. In no event shall the County be liable for payment in excess of the total Bid amount of \$ \_\_\_\_\_ ("TOTAL BID" figure as listed on the foregoing page) without proper prior written authorization via Change Order from the County. The Total Bid includes and encompasses the cost of all labor, materials, equipment, tools, supervision, scheduling, safety program, coordination, engineering, testing, surveys, layout, cleanup, and other things and services required to complete the entire Project in strict conformity with the Drawings, Specifications, the Contract, and all addenda and authorized written clarifications issued prior to the Bid date. Without limitation, the Total Bid also includes all applicable sales and use taxes, fees, temporary lighting, security for the site, heating and cooling, temporary utilities, freight costs, handling costs, permit costs, field and main office costs, bond premiums, insurance premiums, direct and indirect administrative costs, overhead, and profit.

Bidder has examined all documents comprising the Contract and is satisfied as to the conditions to be encountered in performing the work and as to the requirements of the Contract.

No Bid may be revoked or withdrawn until one hundred twenty (120) days after the time set for opening the Bids.

Attached hereto is Bid Bond made by \_\_\_\_\_  
\_\_\_\_\_, a surety company listed in the most recent US Treasury Circular No. 570 and licensed to write surety bonds in the State of Georgia, payable to DeKalb County, Georgia (or an official bank check), in the amount of ten percent (10%) of the Bid.

If this Bid shall be accepted by DeKalb County and the undersigned shall fail to execute a satisfactory contract in the form of said proposed Contract, give satisfactory Performance and Payment Bonds, or furnish satisfactory proof of the insurance required, as stated in the Instructions to Bidders within ten (10) days from the Notice of Award of the Contract, then the County may at its option, determine that the undersigned abandoned the Contract

**BIDDER'S UNIT PRICE FORM**

(Page 11 of 12)

and thereupon this Bid shall be null and void, and the sum stipulated in the attached Bid Bond (or an official bank check) shall be forfeited to the County as liquidated damages.

Bidder declares his intent to subcontract the portion of the Work as below stated. Bidder understands and agrees that the use of any Subcontractor not listed below shall be strictly prohibited without prior written approval from the County. *(List names of all subcontractors and the work to be provided by the subcontractor on the lines provided below.)*

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Bidder further declares that the full names and residence addresses of all persons and parties interested in the foregoing Bid as principals are as follows:

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Bidder declares further that it is  / is not  a DeKalb County Firm.

Signed, sealed, and dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

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

\_\_\_\_\_  
Print Name of Signer

\_\_\_\_\_  
Title of Signer

\_\_\_\_\_  
Name of Business Entity Submitting Bid

**BIDDER'S UNIT PRICE FORM**

(Page 12 of 12)

Bidder's Street Address

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Bidder's City, State and Zip Code

---

Bidder's Phone Number

---

Bidder's Fax Number

---

Bidder's E-Mail Address

**BID BOND**

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

WHEREAS, the Principal is about to submit, or has submitted to DeKalb County, Georgia, a Bid for **ITB 24-101673 Stormwater Drainage Infrastructure System Repair for Public Works - American Rescue Plan Act Projects (Multiyear Contract)**

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

NOW, THEREFORE, the conditions of this obligation are such that if the Bid be accepted within one hundred twenty (120) days of the Bid opening, the Principal shall execute a Contract in accordance with the Bid and upon the terms, conditions, and prices set forth therein, and in the form and manner required by DeKalb County, Georgia, and within ten (10) days from the date of Notice of Award of the Contract, execute a sufficient and satisfactory Performance Bond and Payment Bond payable to DeKalb County, Georgia, each in an amount of one hundred percent (100%) of the total Contract Price, in form and with security satisfactory to DeKalb County and furnish satisfactory proof of the insurance required, then this obligation to be void; otherwise, to be and remain in full force and virtue in law; and the Surety shall, upon failure of the Principal to comply with any or all of the foregoing requirements within the time specified above, immediately pay to the aforesaid DeKalb County, Georgia, upon demand, the amount hereof in good and lawful money of the United States of America, not as a penalty, but as liquidated damages.

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

**PRINCIPAL**

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

\_\_\_\_\_  
Print Name and Title of Authorized Signer

\_\_\_\_\_  
Print Name of Principal Business

ATTEST:

\_\_\_\_\_  
Corporate Secretary

**SURETY**

By: \_\_\_\_\_ (SEAL)  
Signature of Surety (by Power of Attorney)

\_\_\_\_\_  
Print Name and Title of Authorized Signer

\_\_\_\_\_  
Print Name of Surety Business

WITNESS:

\_\_\_\_\_



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

**FIRST SOURCE JOBS ORDINANCE ACKNOWLEDGEMENT**

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

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

**CONTRACTOR OR BENEFICIARY INFORMATION:**

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

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Telephone

\_\_\_\_\_  
Email

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

Please answer the following questions:

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

**Please return this form to WorkSource DeKalb, fax (404) 687-3900 or email to [WSDBusiness@dekalbcountyga.gov](mailto:WSDBusiness@dekalbcountyga.gov)**

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



**FIRST SOURCE JOBS ORDINANCE INFORMATION**  
**EXHIBIT 2**  
**NEW EMPLOYEE TRACKING FORM**

Name of Bidder \_\_\_\_\_

Address \_\_\_\_\_

Email \_\_\_\_\_

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

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

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

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

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

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

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



# BUSINESS SERVICE REQUEST FORM

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

DATE: \_\_\_\_\_ FEDERAL TAX ID: \_\_\_\_\_ WEBSITE: \_\_\_\_\_

COMPANY NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_  
 \_\_\_\_\_

(WORKSITE ADDRESS IF DIFFERENT): \_\_\_\_\_  
 \_\_\_\_\_

CONTACT NAME: \_\_\_\_\_ TITLE: \_\_\_\_\_

CONTACT PHONE: \_\_\_\_\_ CONTACT EMAIL ADDRESS: \_\_\_\_\_

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

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

POSITION TITLE: \_\_\_\_\_

NUMBER OF POSITIONS AVAILABLE: \_\_\_\_\_ TARGET START DATE: \_\_\_\_\_

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

SALARY RATE: (OR RANGE) \_\_\_\_\_ WORK SCHEDULE: \_\_\_\_\_

PERM  TEMP  TEMP-TO-PERM  SEASONAL

PUBLIC TRANSPORTATION ACCESSIBILITY: YES  NO

SCREENINGS ARE REQUIRED: YES  NO  SELECT ALL THAT APPLY: \_\_\_\_\_

CREDIT CHECK  DRUG  MVR  BACKGROUND  OTHER

HOW TO APPLY: \_\_\_\_\_  
 Please return form to: WSDBusiness@dekalbcountyga.gov

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

We are an EEO/M/F/D/V Employer/Program; and 100% Federally Funded by the U.S. Department of Labor. Auxiliary aids/services are available upon request to individuals with disabilities.





**CONTRACTOR AFFIDAVIT AND OATH OF SUCCESSFUL BIDDER**

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

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

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

I hereby declare under penalty of perjury that the foregoing is true and correct. Executed on \_\_\_\_\_, 20\_\_ in \_\_\_\_\_ (city), \_\_\_\_\_ (state).

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name of Affiant

\_\_\_\_\_  
Print Title of Affiant

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

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

**CONTRACTOR & SUBCONTRACTOR EVIDENCE OF COMPLIANCE:**

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

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<sup>1</sup> O.C.G.A. § 13-10-91, as amended

**CONTRACTOR AFFIDAVIT UNDER O.C.G.A. §13-10-91**

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

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

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

\_\_\_\_\_  
Federal Work Authorization  
Enrollment Date

\_\_\_\_\_  
Title of Authorized Officer or Agent of Bidder

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

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

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

SUBSCRIBED AND SWORN  
BEFORE ME ON THIS THE

\_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_

\_\_\_\_\_  
Notary Public

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

**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:

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

\_\_\_\_\_  
Federal Work Authorization  
Enrollment Date

\_\_\_\_\_  
Title of Authorized Officer or Agent of Bidder

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

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

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

SUBSCRIBED AND SWORN  
BEFORE ME ON THIS THE

\_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_

\_\_\_\_\_  
Notary Public

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

## CONTRACTOR REFERENCE AND RELEASE FORM

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

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

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

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

### REFERENCE CHECK RELEASE STATEMENT

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

Signature \_\_\_\_\_ Title \_\_\_\_\_  
 (Authorized Signature of Bidder)

Company Name \_\_\_\_\_ Date \_\_\_\_\_

## SUBCONTRACTOR REFERENCE AND RELEASE FORM

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

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

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

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

### REFERENCE CHECK RELEASE STATEMENT

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

Signature \_\_\_\_\_ Title \_\_\_\_\_  
 (Authorized Signature of Bidder)

Company Name \_\_\_\_\_ Date \_\_\_\_\_

# **EXHIBIT I**

## **SAMPLE STANDARD FORM CONTRACT FOR CONSTRUCTION WITH ARP ADDENDUM**



**DEKALB COUNTY  
STANDARD FORM  
NUMBER 7**

**CONTRACT  
FOR  
CONSTRUCTION**

**BETWEEN  
DEKALB COUNTY, GEORGIA  
AND**

---

**INVITATION NO. 24-101673**

**Storm Drainage Infrastructure System Repair for Public Works American  
Rescue Plan Act (ARP) Project (Multiyear Contract)**

**(Contact Information to be Inserted Here)**

## CONTRACT FOR CONSTRUCTION

### DEKALB COUNTY, GEORGIA

**THIS CONTRACT**, made as of this \_\_\_\_ day of \_\_\_\_\_, 20\_\_<sup>1</sup>, (hereinafter called the “execution date”) by and between, **DEKALB COUNTY**, a political subdivision of the State of Georgia (hereinafter called the “County”) and \_\_\_\_\_, a \_\_\_\_\_ organized pursuant to the laws of the State of \_\_\_\_\_ (hereinafter called the “Contractor”), shall constitute the terms and conditions under which the Contractor shall provide services under the 2024 Stormwater Drainage Infrastructure System Repair for Public Works American Rescue Plan Act Project in DeKalb County, Georgia.

Funding for this contract may be provided, in whole or in part, from Fiscal Recovery Funds received by the County pursuant to the American Rescue Plan Act of 2021, Pub. L. No. 117-2 (“ARP”). Contractor must comply with the terms of ARP, regulations issued by the U.S. Department of the Treasury (“Treasury”) governing the expenditure of monies distributed from the Fiscal Recovery Funds (including, without limitation, the 2022 Final Rule (87 Fed. Reg. 4,338 (Jan. 27, 2022) and the 2023 Interim Final Rule (88 Fed. Reg. 64,986 (September 20, 2023), the Award Terms and Conditions applicable to the Fiscal Recovery Funds, and such other guidance as Treasury has issued or may issue governing the expenditure of monies distributed from the Fiscal Recovery Funds.

#### **I. SCOPE OF WORK**

- A. The term “Work” means the construction, labor, materials, equipment, tools, machinery, testing, temporary services and utilities, supervision, administration, coordination, planning, insurance, bonds, transportation, security, and all other services and things necessary to provide the County with the facilities, improvements, features, and functions in strict conformity with the General Requirements attached hereto as Attachment B, and as described in the Specifications and the Drawings included in the Bid Document Package. The Contractor agrees to complete the Work in a good, firm, substantial and workmanlike manner in strict conformity with this Contract.
- (1) The Work relates to the following Project:
  - (2) Work not included in this Contract (*if applicable*):
- B. Unless otherwise stipulated, the Contractor shall furnish all of the Work in accordance with the Contract and all incidental work necessary to complete the Project in an acceptable manner, ready for use, occupancy, or operation by the County. The Contractor shall be responsible for the entire Work and every part thereof.

## II. TIME, TERM AND LIQUIDATED DAMAGES

- A. **Contract Time.** The Contractor shall commence the Work under this Contract within ten (10) days from the date on the Notice to Proceed. Contractor shall fully complete the Work within \_\_\_\_\_ calendar days from and including the date on the Notice to Proceed. If the Change Order only seeks to extend the Contract Time, it may be 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.
- B. **Contract Term.** *(May be used for public works construction contracts for waste-water treatment, storm-water, water or sewer system or any combination of such systems)* As allowed by O.C.G.A. §36-60-15.1, this Contract shall commence immediately upon the execution date. This Contract shall terminate without further obligation on the part of the County, with no further renewals, on December 31, 2026.
- C. **Liquidated Damages.** The Contractor acknowledges that time is of the essence with respect to the Work governed by this Contract. Contractor acknowledges and recognizes that if it fails to achieve Substantial Completion of any portion of the Work within the Contract Time as may be extended in accordance with the terms of this Contract, the County will sustain substantial losses as a result of such failure. The Contractor further acknowledges that the County will suffer damages that are difficult if not impossible to accurately estimate. Contractor shall pay liquidated damages of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) for each day that Substantial Completion of the Work is delayed past the Contract Time. The Contractor agrees that the foregoing rate is a reasonable pre-estimate of the probable damages that the County will suffer if Substantial Completion is delayed, and said daily rate is intended to compensate the County for its damages and is not intended to penalize the Contractor for its delay. The County may deduct such liquidated damages from any unpaid amounts then or thereafter due the Contractor under this Contract. Any liquidated damages not deducted from any unpaid amounts due the Contractor are payable to the County at the County's demand, together with interest from the date of the demand at a rate equal to seven percent (7%) per annum.

## III. PAYMENT

- A. **Contract Price.** 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.

**B. Retainage and Partial Payments.** Partial payments to the Contractor shall be made monthly, based on the value of Work completed as determined by the County, plus the value of materials and equipment suitably stored, insured and protected at the construction site. The Contractor shall submit a payment request for Work completed during the preceding calendar month to \_\_\_\_\_ for review and approval on or before last day of each month. If approved by the Project Manager or Designated Representative, the approved amount, less retainage, shall be paid to the Contractor thirty (30) days after the date the approved payment request is received by the County Finance Department. If a payment request is not approved by the County, then no payment shall be made to the Contractor until after the Project Manager or Designated Representative approves the payment request. The amount of retainage shall be as follows:

- (1) Five percent (5%) of each partial payment shall be withheld as retainage until the value of fifty percent (50%) of the Contract Price, including Change Orders and other authorized additions provided in the Contract, is due;
- (2) When fifty percent (50%) of the Contract Price, as described above, becomes due and the manner of completion of the Work and its progress, quality, schedule are reasonably satisfactory to the County, and there are no outstanding claims by the Contractor, Subcontractors, lower tier subcontractors, as that term is defined by state law, or Suppliers, the withholding of retainage shall be discontinued.
- (3) If after discontinuing retainage, the County determines that the Work is unsatisfactory or has fallen behind schedule, withholding of ten percent (10%) of each request for payment may be resumed. When the Work has reached Substantial Completion and the County determines the Work to be reasonably acceptable, the Contractor shall submit an invoice or other documents as may be required and receive payment of retainage within thirty (30) days. If minor items remain incomplete at that time, an amount equal to two hundred percent (200%) of the value of each item, as determined by the County, shall be withheld until such items are completed.
- (4) The Contractor shall within ten days from the Contractor's receipt of each payment from the County pass through payments to Subcontractors and shall reduce each Subcontractor's retainage in the same manner as the Contractor's retainage is reduced by the County. The Subcontractor shall, within ten (10) days from the Subcontractor's receipt of payment, pass through payments to lower tier subcontractors and shall reduce each lower tier subcontractor's retainage in the same manner as the Subcontractor's retainage is reduced.

## Sample Contract

- (5) Contractor and County agree to abide by all applicable provisions of Georgia state law concerning retainage, including but not limited to O.C.G.A. § 13-10-80 and 13-10-81. If the terms of this contract concerning retainage conflict with state law, state law governs.

C. **Payment Requests and Invoices.** Payment Requests and invoice(s) must be submitted as follows:

- (1) Original invoices (s) must be submitted to:

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

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

DeKalb County Public Works – Roads & Drainage Division  
727 Camp Road  
Decatur, Georgia 30032  
Attn: Michele Smith

- D. **Title.** All equipment, materials, and Work covered by partial payments shall, upon payment thereof, become the sole property of the County, but this provision shall not be construed as relieving the Contractor from the sole responsibility for the care and protection of equipment, materials, and Work upon which payments have been made, or the restoration of any damaged Work.
- E. **Final Payment.** Within sixty (60) days after the Work is fully completed and accepted by the County, the balance due hereunder shall be paid; provided, however, that final payment shall not be made until said Contractor shall have completed all Work necessary and reasonably incidental to the Contract, including final cleanup and restoration. Acceptance of the Work and the making of final payment shall not constitute a waiver of any claims by the County. All claims by the Contractor for breach of contract, violation of state or federal law, or compensation and extensions of time shall be submitted in writing to the Chief Executive Officer within sixty (60) days after completion and acceptance of the Work as herein provided, or all such claims shall be forever barred.

#### IV. NOTICE

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  
Maloof Administration Building  
1300 Commerce Drive, 6<sup>th</sup> Floor  
Decatur, Georgia 30030

and

Executive Assistant  
Maloof Administration Building  
1300 Commerce Drive, 6<sup>th</sup> Floor  
Decatur, Georgia 30030

With a copy to: Director of the Department of Purchasing and Contracting  
Maloof Administration Building  
1300 Commerce Drive, 2<sup>nd</sup> Floor  
Decatur, Georgia 30030

With a copy to: DeKalb County Public Works – Roads & Drainage Division  
727 Camp Road  
Decatur, Georgia 30032

**If to the Contractor:**

With a copy to: *(Insert Contractor name and address)*

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

**V. NOTICE OF FEDERAL FUNDING**

Funding for this contract may be provided or reimbursed under the American Rescue Plan Act, H.R. 1319, 117th Cong. § 9901 (2021) (ARP). Performance of the contract, in whole or in part, may be contingent and subject to the availability of such funding under ARP to DeKalb County, Georgia. Bidders should become familiar with all laws, ordinances, rules, and regulations applicable to the execution and performance of the contract subject to the the American Iron and Steel Requirements, and Disadvantage Business Enterprise Participation requirements.

## **VI. FEDERAL WORK AUTHORIZATION**

- A. 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.
- B. 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.
- C. 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 D.
- D. 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 E.
- E. 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 F.

## **VII. CORPORATE RESOLUTION**

Contractor agrees to execute the Certificate of Corporate Resolution, attached hereto as Attachment G. The officials of the Contractor executing this Contract are duly and properly in office and are fully authorized and empowered to execute the same for and on behalf of the Contractor. Contractor warrants that it has all requisite power and authority to enter into and perform its obligations under this Contract, and that the execution and delivery by the Contractor of this Contract and the compliance by the Contractor with all of the provisions of this Contract (i) is within the purposes, powers, and authority of the Contractor; (ii) has been done in full compliance with applicable law and has been approved by the governing body of the Contractor and is legal and will not conflict with or constitute on the part of the Contractor a violation of or a breach of or a default under any indenture, mortgage, security deed, pledge, note, lease, loan, or installment sale agreement, contract, or other agreement or instrument to which the Contractor is a party or by which the Contractor is otherwise subject or bound, or any license, judgment, decree, law, statute, order, writ, injunction, demand, rule, or regulation of any court or governmental agency or body having jurisdiction over the Contractor; and (iii) has been duly authorized by all necessary action on the part of the Contractor. This Contract is the valid, legal, binding and enforceable obligation of the Contractor.

**VIII. PERFORMANCE AND PAYMENT BONDS AND INSURANCE REQUIREMENTS**

- A. Within ten (10) days from the date of Notice of Award of this Contract, the Contractor, as principal, shall give a Contract Performance Bond, attached hereto as Attachment H and a Payment Bond, attached hereto as Attachment I, each in the amount of \$ \_\_\_\_\_, for the use of all persons doing work or furnishing skills, tools, machinery, or materials under or for the purpose of this Contract, in accordance with the applicable provisions of Georgia state law, including but not limited to, O.C.G.A. §13-10-1 and §36-91-21 *et seq.* The bonds shall be underwritten by a surety company licensed to write bonds in the State of Georgia, listed in the most current U.S. Treasury Circular No. 570, and which have a current A.M. Best rating of "A" (Excellent) with a Financial Size Category of XII or better. The life of these bonds shall extend throughout the Contract Term including a sixty (60) day maintenance period (where applicable) and a twelve-month guarantee period after the completion of Work performed under this Contract. The bonds shall issue on the forms provided by the County as part of this Contract.
- B. It is further agreed between the parties hereto that if at any time after the execution of this Contract and the surety bonds, the County shall deem the surety or sureties upon such bonds to be unsatisfactory, or if, for any reason, such bonds cease to be adequate to cover the performance of the Work, the Contractor shall, at its sole expense and within five (5) days after the receipt of notice from the County to do so, furnish additional bond or bonds in such form and amount and with such surety or sureties as shall be satisfactory to the County.
- C. The Contractor shall, without expense to the County, provide certificates of insurance, and copies of signed insurance policies including declarations pages from companies that are authorized to engage in the insurance business in the state of Georgia and are otherwise acceptable to the County Finance Director or his/her designee, attached hereto as Attachment J. 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) *Workers Compensation Insurance.* Statutory workers compensation insurance is to be provided in compliance with the requirements of Georgia law with limits not less than the following:
- |   |             |
|---|-------------|
| Employer's liability insurance by accident, each accident | \$1,000,000 |
| Employer's liability insurance by disease, policy limit   | \$1,000,000 |
| Employer's liability insurance by disease, each employee  | \$1,000,000 |
- (2) *Commercial General Liability Insurance.* Commercial general liability insurance is to be provided with limits not less than the following:



- \$1,000,000 per occurrence for bodily injury and property damage liability
- \$1,000,000 personal and advertising injury liability
- \$2,000,000 general aggregate
- \$2,000,000 products-completed operations aggregate
- \$ 100,000 damage to rented premises (each occurrence)
- \$ 5,000 medical expense (any one person)

(3) *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

(4) *Comprehensive Automobile Liability Insurance.* Comprehensive automobile liability insurance with form coverage is to be provided for all owned, non-owned and hired vehicles with combined single limit of \$1,000,000. Automobile liability insurance shall be written on ISO Business Auto Coverage Form CA 0001 (1990 edition or later), or a substitute form providing equivalent coverage, and shall cover liability for bodily injury and property damage arising from the use or operation of any automobile, including those owned, hired or otherwise operated or used by or on behalf of Contractor. The policy must include Broadened Pollution Liability Endorsement CA9948 12 93.

(5) *Builder’s Risk Insurance Coverage (If Applicable).* DeKalb County shall procure and maintain Builders Risk Insurance on the entire work which provides “All-risk” form that shall at least include insurance for physical loss or damage to the Work, temporary buildings, falsework, and materials and equipment in transit, and shall insure against at least the following perils or causes of loss: fire, lightning, extended coverage, theft, vandalism, malicious mischief, earthquake, collapse, debris removal, demolition occasioned by enforcement of Laws and Regulations, water damage (other than caused by flood), and such other perils or causes of loss as may be specifically required by Supplementary Conditions) until Final Completion and Acceptance of the Project. Such policy of insurance shall contain at least the following sub-limits of insurance and deductibles:

Sub-limits:	
Property in Transit	\$1,000,000
Property in Offsite Storage	\$1,000,000
Plans & Blueprints	\$25,000
Debris Removal	25% of Insured Physical Loss
Delay in Completion / Soft Cost	TBD
Ordinance of Law (Increased Cost of Construction)	\$1,000,000
Flood and Earthquake	TBD – Full Contract Value

Deductibles:	
Flood and Earthquake	\$25,000
Water Damage other than Flood	\$100,000
All other Perils	\$10,000

- D. 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.
- E. All coverages required of the Contractor will be primary over any insurance or self-insurance program carried by the County.
- F. 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.
- G. In addition to procuring and maintaining commercial general liability insurance, automobile liability and commercial umbrella insurance, for the Contract Term, Contractor shall continue to procure and maintain the products-completed operations liability insurance coverage and commercial umbrella insurance after the Work is substantially complete for the entire Contract Term or for the applicable five-year statutory limitation, whichever is greater. For such period of time, all terms and conditions of such coverage shall remain unchanged, including the limits specified herein and the requirement to provide the County with coverage as an additional insured.
- H. 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.
- I. 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.
- J. Contractor understands and agrees that the purchase of insurance in no way limits the liability of the Contractor.

**IX. CERTIFICATES OF INSURANCE**

- A. 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.
- B. The Contractor agrees to name the County and its officers as additional insured on the commercial general liability insurance, using the ISO Additional Insured Endorsement forms CG20101001 (ongoing operations) and CG20371001 (products-completed operations) forms, or form(s) providing equivalent coverage.
- C. Certificates of Insurance must contain the policy number, policy limits, and policy expiration date of all policies issued in accordance with this Contract; the location and operations to which the insurance applies. Certificates must be provided annually for the duration of the project. If applicable, a specific statement must be included that blasting coverage is included to the extent such risk is present; that Contractor's protective coverage applies to any Subcontractor's operations; and Contractor's contractual liability insurance coverage applies to any Subcontractor.
- D. This insurance for the County as the additional insured shall be as broad as the coverage provided for the named-insured Contractor. It shall apply as primary insurance before any other insurance or self-insurance, including any deductible, non-contributory, and waiver of subrogation provided to the County as the additional insured.
- E. The Contractor shall be wholly responsible for securing certificates of insurance coverage as set forth above from all Subcontractors who are engaged in the Work.
- F. 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.
- G. Contractor shall be responsible and have the financial wherewithal to cover any deductibles or retentions included on the certificate of insurance.
- H. Such certificates should be sent to the County and must identify the "Certificate Holder" as follows:

DeKalb County, Georgia  
Director of Purchasing & Contracting  
The Maloof Administration Building  
1300 Commerce Drive, 2<sup>nd</sup> Floor  
Decatur, Georgia 30030

- I. Copies of Required Insurance policies with Declarations Page(s) shall be attached hereto as Attachment J.

## X. CONTRACT DOCUMENTS

- A. This Contract includes the following Attachments all of which are incorporated herein by reference:

Attachment A, DeKalb County – American Rescue Plan Act (ARPA) Construction Contract Addendum

Attachment B, General Requirements, GR-1 through GR-46

Attachment C, Contractor’s Bid Price Form

Attachment D, Contractor’s Affidavit

Attachment E, Subcontractor’s Affidavit(s)

Attachment F, Sub-subcontractor’s Affidavit(s)

Attachment G, Certificate of Corporate Resolution/Articles of Organization/Joint Venture Certificates

Attachment H, Performance Bond and Accompanying Power of Attorney

Attachment I, Payment Bond and Accompanying Power of Attorney

Attachment J, Copies of Required Insurance policies with Declaration Page(s)

Attachment K, Other Required Documents

Appendix I, The Bid Document Package

- B. In addition to the foregoing, the Bid Document Package dated \_\_\_\_\_, the original of which is maintained in the County’s Department of Purchasing and Contracting, forms an essential part of this Contract as if fully set out herein.

**XI. FUNDING CLAUSE**

Funding for this contract may be provided, in whole or in part, from Fiscal Recovery Funds received by the County pursuant to the American Rescue Plan Act of 2021, Pub. L. No. 117-2 (“ARP”). Contractor must comply with the terms of ARP, regulations issued by the U.S. Department of the Treasury (“Treasury”) governing the expenditure of monies distributed from the Fiscal Recovery Funds (including, without limitation, the 2022 Final Rule (87 Fed. Reg. 4,338 (Jan. 27, 2022) and the 2023 Interim Final Rule (88 Fed. Reg. 64,986 (September 20, 2023)), the Award Terms and Conditions applicable to the Fiscal Recovery Funds, and such other guidance as Treasury has issued or may issue governing the expenditure of monies distributed from the Fiscal Recovery Funds.

**[SIGNATURES APPEAR ON NEXT PAGE]**

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in three (3) 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

\_\_\_\_\_  
Date

**ATTEST:**

**ATTEST:**

\_\_\_\_\_  
Signature

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

\_\_\_\_\_  
Title

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

APPROVED AS TO SUBSTANCE:

APPROVED AS TO FORM:

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

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

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

**ATTACHMENT A****DeKalb County – American Rescue Plan Act (ARPA) Construction Contract Addendum**

**Notice:** The contract to which this addendum is attached is made using federal assistance provided to DeKalb County, Georgia by the U.S. Department of Treasury under the American Rescue Plan Act, H.R. 1319, 117th Cong. §9901 (2021) (the “Act”).

Without limiting the other General Requirements attached to the Contract as Attachment B or any other provision contained in the Contract concerning the applicability of certain laws, ordinances, rules and regulations, Contractor has been explicitly informed and understands that the following laws, ordinances, rules, and regulations apply to the execution and performance of all parts of this Contract and the Work:

26. **Use of Funds.** Contractor understands and agrees to use the funds disbursed under this award in compliance with section 603(c) of the Social Security Act (42 U.S.C. 801 et seq.), Treasury’s implementing regulations, and guidance issued by Treasury regarding the foregoing.
27. **Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.** Contractor understands and agrees to comply with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as any be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implement the Single Audit Act, shall apply to this award.
28. **Universal Identifier and System for Award Management (SAM).** Contractor has been explicitly informed and understands that 2 CFR Part 25, pursuant to which the award term set forth in Appendix A to 2 CFR Part 25 is hereby incorporated by reference.
29. **Reporting Subaward and Executive Compensation Information.** Contractor has been explicitly informed and understands that 2 CFR Part 170, pursuant to which the award term set for in Appendix A to 2 CFR Part 170 is hereby incorporated by reference.
30. **Debarment and Suspension (Executive Orders 12549 and 12689).** Contractor has been explicitly informed and understands that a contract award must not be made to parties listed on the governmentwide exclusion in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR Part 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.”
31. **Equal Employment Opportunity.** Contractor shall comply with Executive Order 11246, “Equal Employment Opportunity,” as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”
32. **Civil Rights Compliance.** Contractor shall comply with Title VI of the Civil Rights Act of 1964 (Title VI) (42 U.S.C. 2000d-1 et seq.), and the Department’s implementing regulations, 31 CFR part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance; the Fair

Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability; Section 504 of the Rehabilitation Act of 1973 (Section 504), as amended (29 U.S.C. 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance; Title IX of the Education Amendments of 1972 (Title IX), 20 U.S.C. 1681 et seq., and the Department implementing Regulations, 31 CFR part 28; Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.) and the Department implementing regulations at 31 CFR part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto. Although not required by Title VI or any related authorities, DeKalb County also assures that no person shall on the grounds of sexual orientation or gender identity be excluded from participation in, be denied the benefits of, or be otherwise subject to discrimination under any program or activity.

33. **Maintenance of and Access to Records.** County, the U.S. Department of Treasury and the Comptroller General of the United States shall have the right to audit all books and records, including electronic records, relating to or pertaining to this agreement, including but not limited to all financial and performance related records and any documents or materials which support those records. Contractor shall maintain complete and accurate records of expenditures and services provided. Contractor shall allow an authorized representative of County, the U.S Department of Treasury and the Comptroller General to inspect, examine, and copy, and audit such records during regular business hours upon reasonable advance notice. 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 Contractor agrees to supply the County, the U.S Department of Treasury and the Comptroller General with any documentation requested and hereby acknowledges that the documentation may be necessary to comply with any reporting, auditing, monitoring, investigations, review of awards or other compliance by the United States Government.
34. **Byrd Anti-Lobbying Amendment (31 U.S.C. 1352).** Contractor has been explicitly informed and understands that the Byrd Anti-Lobby Amendment (31 U.S.C. 1352) applies to this Contract. Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. \*Contractors must sign the certification on the last page



of this addendum and shall cause any subcontractors with a subcontract (at any tier) exceeding \$100,000.00 to file the same certification.

35. **New Restrictions on Lobbying. (Applies to all contracts, grants, loans, or cooperative agreements exceeding \$100,000).** Contractor shall comply with the New Restrictions on Lobbying (31 CFR Part 21) and for any contract exceeding \$100,000 shall file a certification, and a disclosure form, if required.
36. **Conflicts of Interest.** Contractor understands and agrees that it must maintain a conflict of interest policy consistent with 2 CFR 200.318(c) and that such conflict of interest policy is applicable to each activity funded under this award. Contractor must disclose in writing to the County any potential conflict of interest affecting the awarded funds in accordance with 2 CFR 200.112.
37. **Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708).** Where applicable, all contracts in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirement of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
38. **Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended.** Contractor has been explicitly informed and understands that the Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended, applies to this Contract and the Work and Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended. Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
39. **Procurement of Recovered Materials (2 CFR 200.323).** Contractor has been explicitly informed and understands that as a contractor with DeKalb County, Georgia, a political subdivision of a state, it must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation Act. The requirements of Section 6002 include procuring only items designated in the guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the items exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative

procurement program for procurement of recovered materials identified in the EPA guidelines.

40. **Prohibition on certain telecommunications and video surveillance services or equipment (2 CFR 200.216)**. Contractor is prohibited from obligating or expending loan or grant funds to: (i) procure or obtain; (ii) extend or renew a contract to procure or obtain; or (iii) enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
- (iv) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
  - (v) Telecommunications or video surveillance services provided by such entities or using such equipment.
  - (vi) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.
41. **Domestic preferences for procurement (2 CFR 200.322)**. As appropriate and to the extent consistent with law, Contractor should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award. For purposes of this section:
- a. “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
  - b. “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymerbased products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.
42. **Governmentwide Requirements for Drug-Free Workplace, 31 CFR Part 20**.
43. **Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970**, as amended, 42 U.S.C. 4601-4655, and the Department of Transportation’s implementing regulations, 49 CFR Part 24, that apply to projects funded with federal financial assistance.
44. **Generally applicable federal environmental laws and regulations**. This includes, but is not limited to: Atomic Energy Act, 42 U.S.C. §2011 et seq.; Beaches Environmental

## Sample Contract

Assessment and Coastal Health Act, 33 U.S.C. §1313 et seq.; Chemical Safety Information, Site Security and Fuels Regulatory Relief Act, 42 U.S.C. §7401 et seq.; Clean Air Act, 42 U.S.C. §7401 et seq.; Clean Water Act, 33 U.S.C. §1251 et seq.; Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. §9601 et seq.; Emergency Planning and Community Right-to-Know Act, 42 U.S.C. §11001 et seq.; Endangered Species Act, 16 U.S.C. §1531 et seq.; Energy Independence and Security Act, Public Law 110-140; Energy Policy Act, 42 U.S.C. §13201 et seq.; Executive Order 12898: Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, 59 FR 7629; Executive Order 13045: Protection of Children From Environmental Health Risks and Safety Risks, 62 FR 19885; Executive Order 13211: Actions Concerning Regulations That Significantly Affect Energy Supply, Distribution, or Use, 66 FR 28355; Federal Food, Drug, and Cosmetic Act, 21 U.S.C. §301 et seq.; Federal Insecticide, Fungicide, and Rodenticide Act, 7 U.S.C. §136 et seq.; Food Quality Protection Act, Public Law 104-170; Marine Protection, Research, and Sanctuaries Act, 16 U.S.C. §1431 et seq. and 33 U.S.C. §1401 et seq.; National Environmental Policy Act, 42 U.S.C. §4321 et seq.; National Technology Transfer and Advancement Act, 15 U.S.C. §3701 et seq.; Noise Control Act, 42 U.S.C. §4901 et seq.; Nuclear Waste Policy Act, 42 U.S.C. §10101 et seq.; Occupational Safety and Health, 29 U.S.C. §651 et seq.; Oil Pollution Act, 33 U.S.C. §2701 et seq.; Pollution Prevention Act, 42 U.S.C. §13101 et seq.; Resource Conservation and Recovery Act, 42 U.S.C. §6901 et seq.; Safe Drinking Water Act, 42 U.S.C. §300f et seq.; Shore Protection Act, 33 U.S.C. §2601 et seq.; Toxic Substances Control Act, 15 U.S.C. §2601 et seq.; Asbestos Information Act, 15 U.S.C. 2607(f); Asbestos School Hazard Abatement Reauthorization Act; EPA Asbestos Regulations: Restrictions on Discontinued Uses of Asbestos (40 CFR Parts 9 and 721), Asbestos-Containing Materials in Schools Rule (40 CFR Part 763, Subpart E), Asbestos Worker Protection Rule (40 CFR Part 763, Subpart G), Asbestos Ban and Phaseout Rule (Remanded) (CFR Part 763, Subpart I), Asbestos National Emission Standard for Hazardous Air Pollutants (40 CFR Part 61, Subpart M); Construction and Effluent Guidelines and Standards, 40 CFR Part 450; EPA regulations regarding lead-based paint: Lead- Based Paint Poisoning Prevention in Certain Residential Structures (40 CFR Part 745); EPA regulations related to industrial landfills (40 CFR Part 257) and construction and demolition landfills (40 CFR section 258.2).

45. **Publications.** Any publications produced with funds from this award must display the following language: “This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to [name of recipient] by the U.S. Department of Treasury.”
46. **Increasing Seat Belt Use in the United States.** Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Contractor is encouraged to adopt and enforce on-the-job seat belt policies and programs for your employees when operating company-owned, rented or personally owned vehicles.
47. **Reducing Text Messaging While Driving.** Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Contractor is encouraged to adopt and enforce policies that ban text

messaging while driving and establish workplace safety policies to decrease accidents caused by distracted drivers.

48. **Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms (2 CFR 200.321).** If subcontracts are to be let, Contractor must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. Affirmative steps must include: (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists; (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;(3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises; (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises and (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce. For purposes of this Contract, a Minority Business Enterprise (MBE) is defined as an enterprise that is at least 51 percent owned and controlled by one or more of the following groups: Black, Hispanic, Asian-Indian American, Asian-Pacific American or Native American. A Women Business Enterprise (WBE) is defined as an enterprise that is at least 51 percent owned and controlled by women. A small business is a business that is independently owned and operated and is qualified as a small business under SBA criteria and size standards at 13 C.F.R. Part 121.
49. **Copeland “Anti-Kickback” Act.** Contractor and any subcontractors performing work under the contract shall comply with 18 U.S.C. §874. The County shall report all suspected or reported violations to Treasury.
50. **Conflicts and Interpretation.** To the extent that any portion of this Addendum conflicts with any term of condition of this Contract expressed outside of this Addendum, the terms of this Addendum shall govern.

**ATTACHMENT B**

**GENERAL REQUIREMENTS**

**INDEX TO GENERAL REQUIREMENTS**

<b><u>Section</u></b>	<b><u>Title</u></b>
GR-1	Definitions of Terms.....
GR-2	Prior Use by County.....
GR-3	Contractor’s Obligations.....
GR-4	Authority of the County.....
GR-5	Changes in the Work and Change Orders.....
GR-6	Time for Completion.....
GR-7	Schedules, Reports, and Records.....
GR-8	County’s Right to Suspend or Terminate Work.....
GR-9	Final Inspection.....
GR-10	Warranties, Guarantees and Correction of Work.....
GR-11	Contractor’s Personnel and Independent Contractor Status.....
GR-12	Subcontracting.....
GR-13	Assignments.....
GR-14	Indemnification and Hold Harmless.....
GR-15	Royalties and Patents.....
GR-16	Laws and Regulations.....
GR-17	Permits and Inspection Fees.....
GR-18	Land and Rights-of-Way.....
GR-19	Protection of Work, Property, and Persons.....
GR-20	Prohibited Interests.....
GR-21	First Source Jobs Ordinance.....
GR-22	Foreign Corporations.....
GR-23	Specification and Drawings.....
GR-24	Contractor’s Submittals.....
GR-25	As-Built Drawings.....
GR-26	Examination of Work by Contractor.....
GR-27	Inspection and Testing of Materials.....
GR-28	Inspection of Work.....
GR-29	Requests for Substitutions.....
GR-30	Rejections of Work and Materials.....
GR-31	Materials, Services, and Facilities.....
GR-32	Utilities During Construction.....
GR-33	Temporary Heat and Air Conditioning.....
GR-34	Maintenance Manual.....
GR-35	Weather Conditions.....
GR-36	Lines, Grades, and Measurements.....
GR-37	Cleaning Up.....

GR-38 Barricades .....  
 GR-39 No Third-Party Beneficiary.....  
 GR-40 Severability .....  
 GR-41 Interpretation.....  
 GR-42 Prior Contracts; Conflict in Documents.....  
 GR-43 Entire Agreement.....  
 GR-44 Counterparts.....  
 GR-45 Venue .....  
 GR-46 Right to Audit.....

**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 Unit Price and Bid Total, First Source Jobs Ordinance Acknowledgment, DBE Program Information Sheet with DBE Exhibits, Certificate of Corporate Resolution or Certificate of Authority/Joint Venture, Contractor’s/Subcontractor’s Affidavit of Compliance with O.C.G.A.13-10-91, Contractor’s/Subcontractor’s 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 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 is expected to complete all assigned work orders within 14 business days of assignment or Liquidated Damages may be assessed.
- C. 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.

- D. 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.
- E. 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.

- 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.
- 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.
- 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.
- 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 Response; or
  - 2. The Contractor shall have obtained advance written approval from the County.



- G. 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.
- H. 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 or otherwise relating to the financing 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. Contractor must comply with the terms of the American Rescue Plan Act, regulations issued by the U.S. Department of the Treasury governing the expenditure of monies distributed from the Fiscal Recovery Funds (including, without limitation, the 2022 Final Rule (87 Fed. Reg. 4,338 (Jan. 27, 2022)) and the 2023 Interim Final Rule (88 Fed. Reg. 64,986 (September 20, 2023)), the Award Terms and Conditions applicable to the Fiscal Recovery Funds, and such other guidance as Treasury has issued or may issue governing the expenditure of monies distributed from the Fiscal Recovery Funds.]

**B. Equal Employment Opportunity Obligations Under EO 11246.**

Without limiting any other provision hereunder, during the performance of this Contract, Contractor agrees as follows:

(1) Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential

job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with Contractor's legal duty to furnish information.

(4) Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) Contractor will comply with all provisions of [Executive Order 11246](#) of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) Contractor will furnish all information and reports required by [Executive Order 11246](#) of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of Contractor's noncompliance with the foregoing nondiscrimination clauses or with any related rules, regulations, or orders, this Contract may be canceled, terminated, or suspended in whole or in part and Contractor may be declared ineligible for further government contracts or federally assisted construction contracts in accordance with procedures authorized in [Executive Order 11246](#) of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in [Executive Order 11246](#) of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) Contractor will include the portion of the sentence immediately preceding paragraph (1) above and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of [Executive Order 11246](#) of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, Contractor may request the United States to enter into such

litigation to protect the interests of the United States.

#### **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



## Sample Contract

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 (IF APPLICABLE)**

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 or 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. REJECTION 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 or 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

## Sample Contract

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.

Any item of expenditure by Contractor under this Agreement involving American Rescue Act Plan funds which is found by auditors, investigators, and other authorized representatives of DeKalb County or the Federal Government to be improper, unallowable, in violation of federal or

state law or the terms of this Agreement, or involving any fraudulent, deceptive, or misleading representations or activities of Contractor, shall become Contractor's liability, to be paid by Contractor from funds other than those provided by DeKalb County under this Agreement or any other agreements between DeKalb County and Contractor. This provision shall survive the expiration or termination of this Agreement.

**GR-47. DISTRIBUTION OF COMMUNICATION MATERIAL**

**The Contractor shall distribute materials to citizens for the purpose of informing them of the work that will be performed on or around their property, or in their neighborhood. The materials will be door hangers and any other documents as communicated to the Contractor by the Engineer.** The door hangers are required to be distributed at specific times, including, but not limited to , 72 hours prior to the beginning of the repair. The County will provide the Contractor with the communication material templates (?) and the Contractor will be responsible for reproducing said material at their cost. Any discrepancies between the approved versions of the communication material and the Contractor provided material shall be corrected and reproduced at the Contractors' cost. This includes, but is not limited to, wording, branding, and colors. Failure to distribute the communication material according to the provided schedule will require the contractor to deliver the material in person to each citizen at their own cost.

**ATTACHMENT C**

**CONTRACTOR'S BID PRICE FORM**

**ATTACHMENT D**

**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:  
\_\_\_\_\_

Sample Contract

**ATTACHMENT E**

**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 F**

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

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

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

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

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

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

DeKalb County Georgia Government

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

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

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

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

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

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

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

**ATTACHMENT G**

**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)

Sample Contract

**ATTACHMENT G**

**ARTICLES OF ORGANIZATION**

(Insert)

**ATTACHMENT G**

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

I, \_\_\_\_\_, <sup>(1)</sup> certify that

1. I am the \_\_\_\_\_ <sup>(2)</sup> of \_\_\_\_\_, <sup>(3)</sup> (hereinafter “Venturer”);
2. Venturer is a partner and participant in the joint venture named as Contractor in that certain Contract for Construction dated \_\_\_\_\_ with DeKalb County, issued pursuant to Invitation to Bid or Request for Proposal No. \_\_\_\_\_;
3. Venturer is organized and incorporated to do business under the laws of the State of \_\_\_\_\_;
4. \_\_\_\_\_, who executed this Contract on behalf of the Contractor was, then and there, \_\_\_\_\_; and
5. Said Contract was duly signed by said officer for and in behalf of said Venturer and the Contractor pursuant to the authority of the governing body of each and within the scope of its corporate powers.
6. I further certify that the names and addresses of the owners of all the outstanding stock or ownership interest in Venturer as of this date are as follows:

---



---



---

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

\_\_\_\_\_

**INSTRUCTIONS:**

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

**MAKE COPIES OF THIS FORM AND SUBMIT A SEPARATE FORM FOR EACH JOINT VENTURE PARTNER.**

## Sample Contract

**ATTACHMENT H**

(Consists of 3 pages)

**PERFORMANCE BOND AND ACCOMPANYING POWER OF ATTORNEY**

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

**WHEREAS**, the Principal has entered, or is about to enter, into a certain written contract with the County, awarded by the DeKalb County Governing Authority on \_\_\_\_\_, which is incorporated herein by reference in its entirety (hereinafter called the “Contract”), for **ITB 24-101673 Stormwater Drainage Infrastructure System Repair for Public Works American Rescue Plan Act Projects (Multiyear Contract)** more particularly described in the Contract (hereinafter called the “Project”); and

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

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

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

## Sample Contract

3. Allow County to complete the work and reimburse the County for all reasonable costs incurred in completing the work.

In addition to performing as required in the above paragraphs, the Surety shall indemnify and hold harmless the County from any and all losses, liability and damages, claims, judgments, liens, costs, and fees of every description, including reasonable attorney's fees, litigation costs and expert witness fees, which the County may incur, sustain, or suffer by reason of the failure or default on the part of the Principal in the performance of any or all of the terms, provisions, and requirements of the Contract, including any and all amendments and modifications thereto, or incurred by the County in making good any such failure to performance on the part of the Principal.

The Surety shall commence performance of its obligations and undertakings under this Bond promptly and without delay, after written notice from the County to the Surety.

The Surety hereby waives notice of any and all modifications, omissions, additions, changes, alterations, extensions of time, changes in payment terms, and any other amendments in or about the Contract, and agrees that the obligations undertaken by this bond shall not be impaired in any manner by reason of any such modifications, omissions, additions, changes, alterations, extensions of time, change in payment terms, and amendments.

The Surety hereby agrees that this Bond shall be deemed amended automatically and immediately, without formal or separate amendments hereto, upon any amendment to the Contract, so as to bind the Principal and Surety to the full and faithful performance of the Contract as so amended or modified, and so as to increase the penal sum to the adjusted Contract Price of the Contract.

The Surety's obligations under this bond include all of the Contractor's duties under the Contract, including without limitation its maintenance and guarantee obligations.

No right of action shall accrue on this bond to or for the use of any person, entity, or corporation other than the County and any other obligee named herein, or their executors, administrators, successors or assigns.

This Bond is intended to comply with O.C.G.A. §36-91-70, and shall be interpreted so as to comply with the minimum requirements thereof. However, in the event the express language of this Bond extends protection to the County beyond that contemplated by O.C.G.A. §36-91-70, or any other statutory law applicable to this Project, then the additional protection shall be enforced in favor of the County, whether or not such protection is found in the applicable statutes.

If any one or more of the provisions of this Bond are determined to be illegal or unenforceable by a court of competent jurisdiction, all other provisions shall remain effective.

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

**PRINCIPAL**

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

\_\_\_\_\_  
Print Name and Title of Authorized Signer

\_\_\_\_\_  
Print Name of Principal Business

ATTEST:

\_\_\_\_\_  
Corporate Secretary

**SURETY**

By: \_\_\_\_\_(SEAL)  
Signature of Surety (by Power of Attorney)

\_\_\_\_\_  
Print Name and Title of Authorized Signer

\_\_\_\_\_  
Print Name of Surety Business

WITNESS:

\_\_\_\_\_

*[Attach Original Power of Attorney]*

## Sample Contract

**ATTACHMENT I**

(Consisting of 3 pages)

**PAYMENT BOND AND ACCOMPANYING POWER OF ATTORNEY**

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

**WHEREAS**, the Principal has entered, or is about to enter, into a certain written contract with the County, awarded by the DeKalb County Governing Authority on \_\_\_\_\_ *[insert date of award]* which is incorporated herein by reference in its entirety (hereinafter called the “Contract”), for the construction of a project known as **ITB 24-101673 Stormwater Drainage Infrastructure System Repair for Public Works American Rescue Plan Act Projects (Multiyear Contract)** as more particularly described in the Contract (hereinafter called the “Project”);

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

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



Sample Contract

immediately, without formal or separate amendments hereto, upon any amendment or modification to the Contract, so as to bind the Principal and Surety, jointly and severally, to the full payment of any Claimant under the Contract, as amended or modified, provided only that the Surety shall not be liable for more than the penal sum of the Bond, as specified in the first paragraph hereof.

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

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

**PRINCIPAL**

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

\_\_\_\_\_  
Print Name and Title of Authorized Signer

\_\_\_\_\_  
Print Name of Principal Business

ATTEST:

\_\_\_\_\_  
Corporate Secretary

**SURETY**

By: \_\_\_\_\_(SEAL)  
Signature of Surety (by Power of Attorney)

\_\_\_\_\_

Print Name and Title of Authorized Signer

\_\_\_\_\_  
Print Name of Surety Business

WITNESS:

\_\_\_\_\_

*[Attach Original Power of Attorney]*

**ATTACHMENT J**

**COPIES OF REQUIRED INSURANCE POLICIES  
WITH  
DECLARATION PAGE(S)**

**ATTACHMENT K**

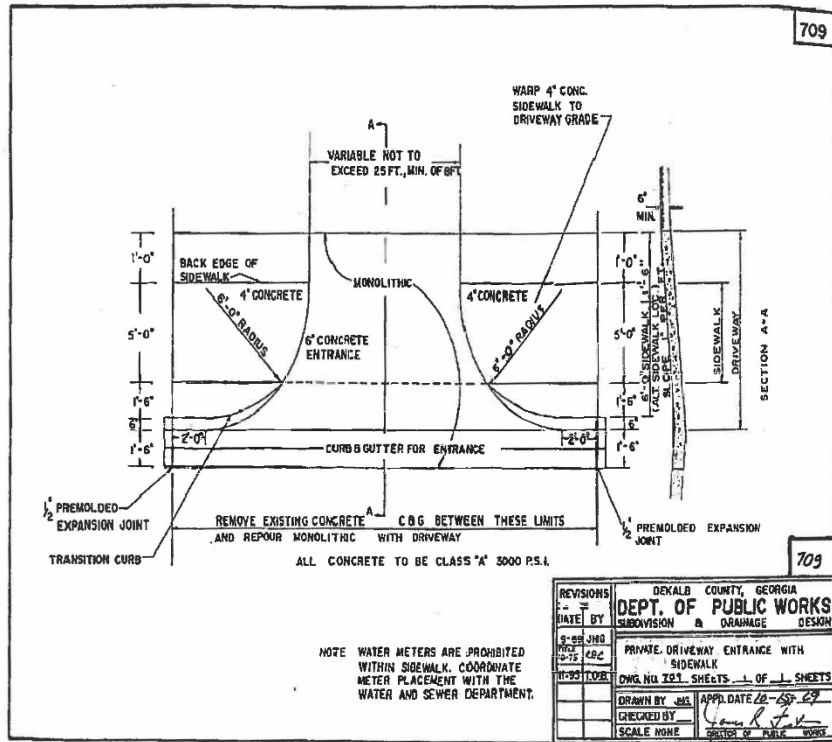
**OTHER REQUIRED DOCUMENTS**

**APPENDIX 1**

**BID DOCUMENT PACKAGE**

**EXHIBIT II**  
**DRAWINGS**

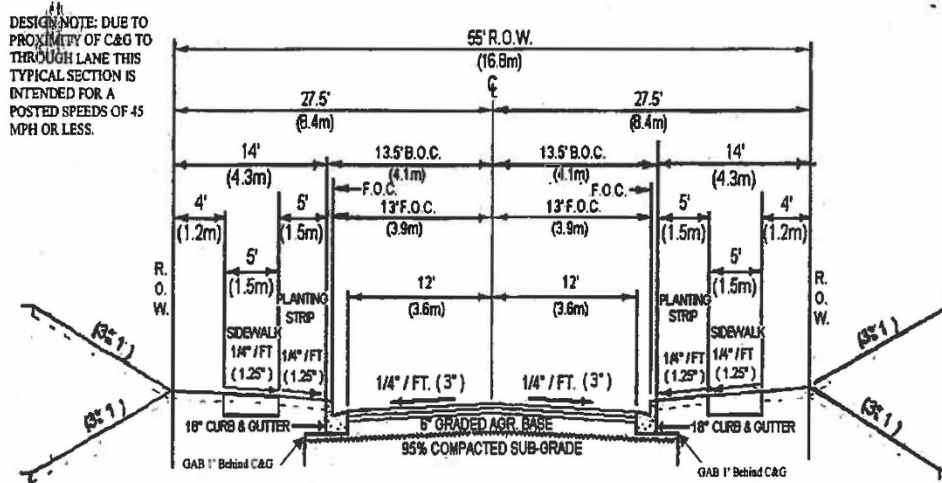
72



Driveway Restoration

OK

# Sidewalk and Curb Restoration



### RESIDENTIAL PAVING SPECIFICATIONS

#### TYPE A

- 2" - ASPHALTIC CONCRETE "F" TOPPING
- 2" - ASPHALTIC CONCRETE "B" MODIFIED
- 6" - GRADED AGGREGATE BASE COMPACTED TO A MINIMUM 100% STANDARD PROCTOR
- 6" - SUBGRADE STABILIZED WITH STONE ( UNLESS MATERIAL IN PLACE WEIGHS 95 LBS. PER CU. FT.)

#### TYPE B

- 2" - ASPHALTIC CONCRETE "F" TOPPING
- 2" - ASPHALTIC CONCRETE "B" MODIFIED
- 6" - SOIL CEMENT BASE MIXED IN PLACE AND COMPACTED TO A MINIMUM 100% STANDARD PROCTOR
- 6" - SUBGRADE STABILIZED WITH STONE ( UNLESS MATERIAL IN PLACE WEIGHS 95 LBS. PER CU. FT.)

\*\*\*DESIGN NOTE:  
PAVEMENT MATERIALS & THICKNESSES  
ARE FOR AN AVERAGE COUNTY ROAD  
AND MAY VARY WITH EACH PROJECTS  
PAVEMENT DESIGN.

DEKALB COUNTY PLANNING & DEVELOPMENT	DRAWN BY: PAFRICE L. TITTLE APPROVED BY: PATRICK O. BIRD DATE: 04/27/04
TYPICAL 2 LANE SECTION WITH 18" CURB & GUTTER 55' R.O.W.	

NOT TO SCALE

REVISIONS	DATE
1" CURB & GUTTER	04-27-2004
2" TOPPING	04-27-2004
2" B" MODIFIED	04-27-2004