



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

August 12, 2024

REQUEST FOR PROPOSALS (RFP) No. 24-500674

FOR

**WATER METER INSTALLATION AND CUL-DE-SAC
RENEWAL PROGRAM (ANNUAL CONTRACT WITH
FOUR (4) OPTIONS TO RENEW)**

DEKALB COUNTY, GEORGIA

Procurement Agent:	Kyheem Bristol
Phone:	(404) 371-0763
Email:	kbristol@dekalbcountyga.gov
Mandatory DeKalb First LSBE Meeting: (Responders must attend 1 meeting on either of the dates listed.)	Wednesday, August 14, 2024, or August 21, 2024 (Meetings are held at 10:00 a.m. and 2:00 p.m.) For attendance instructions, utilize the following link: https://www.dekalbcountyga.gov/purchasing- contracting/general-information
Non-Mandatory Pre-Proposal Conference:	Tuesday, August 20, 2024, at 2:00 P.M. EST via Zoom: https://dekalbcountyga.zoom.us/j/81042068105
Deadline for Submission of Questions:	5:00 P.M. ET, August 23, 2024
Deadline for Receipt of Proposals:	<u>3:00 P.M. ET, September 12, 2024</u> Via Zoom: https://dekalbcountyga.zoom.us/j/81346996699

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

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I. PURPOSE

DeKalb County Government (the County) requests qualified firms with experience in providing water meter installations, upgrades and replacements, and cul-de-sac renewal and service line upgrades to submit proposals for Request for Proposals (**RFP No. 24-500674 Water Meter Installation and Cul-de-Sac Renewal Program (Annual Contract with Four (4) Options to Renew)**) for DeKalb County Department of Watershed Management (hereinafter, “the Department” or “DWM”)

II. INTRODUCTION

A. BACKGROUND

The Department of Watershed Management currently employs a variety of meter reading technologies for water meters. These technologies consist of a combination of manual read, touch read, drive-by radio read, and tower read (Sensus FlexNet). The AMI system network allows for water meters to be upgraded to fixed base and to report hourly readings for detailed consumption and alarm data. The data can be viewed proactively to detect leaks, high usage, unusual water consumption patterns, and water meter maintenance issues to customers. The goal is to upgrade all residential and commercial water meters to more accurate and precise meters that are connected to transmitters for the ability to communicate wirelessly under the AMI system network. By replacing the aging meters with upgraded meters that have transmitters, metering accuracy and efficiency are expected to increase.

Additionally, the Department has been experiencing an increase in the demand for new water meters for both residential and commercial developments. DWM will respond to this increase by selecting a qualified contractor(s) to perform complete installation of new ¾-inch, 1-inch, 1.5-inch and 2-inch water meters, new copper mains and services lines, meter resetters, boxes and all associated components/fittings as required. These services shall be utilized for new customer accounts to include domestic and irrigation meter installation. The new meters will also connect to transmitters. In some cases, new meter installation may apply to existing customer accounts, which may cause the scope of services for the new install to vary, and possibly decrease, depending on the site conditions.

Finally, the Department seeks to continue its cul-de-sac renewal and service line replacement project. Under this project the successful contractor(s) shall remove and replace existing services lines with copper service lines as well as perform complete installation of 1 ½-inch copper mains for cul-de-sac renewals. Cul-de-sacs are to include cul-de-sacs, eyebrows and dead-end streets.

B. OBJECTIVES

1. To address the needs described above, the responsibilities under the Water Meter Installation and Cul-de-Sac Renewal Program have been divided into two (2) separate projects that will run concurrently – Cul-de-Sac Renewal & Service Line Replacement and New Water Meter Installation. These projects have been defined as proposal Options A and B, respectively. Responders may submit a proposal for one option or both. A firm who submits a proposal for more than one option shall clearly indicate in the proposal that it has the capacity to **concurrently** provide the services proposed.
2. A general description of each Proposal Option is provided below:
 - a. **Option A – Cul-de-Sac Renewal & Service Line Replacement**
Under this project, the Department seeks to remove existing ¾-inch and 1-inch non-copper service lines and replace these lines with copper service lines as well as provide complete installation of 1 ½ - inch copper mains for cul-de-sacs renewals as required. Cul-de-sacs are to include cul-de-sacs, eyebrows and dead- end streets. Any water meters that are part of this project will also be replaced, if necessary, as well as the installation and activation of the transmitter.
 - b. **Option B – New Water Meter Installation**
The Department seeks complete installation of ¾-inch, 1-inch, 1 1/2-inch and 2- water meters in new residential and commercial developments as well as existing customer accounts. This scope includes domestic as well as irrigation meter installations for new and existing customer accounts. The AMI system shall be implemented under this project by installing and activating the transmitter.
3. The Department seeks to procure these services for a period up to five (5) years.
4. The services shall commence within ten (10) calendar days after acknowledgement of receipt of written notice to proceed.

C. REQUIRED DOCUMENTS

The following Required Documents Checklist includes a list of attachments which are requested to be completed and returned with Responder’s technical proposal:

Required Documents	Attachment
Cost Proposal Form (1 copy, separate & sealed)*	B
Contractor Affidavit*	C
Subcontractor Affidavit (if applicable)	D
Contractor Reference and Release Form*	E
Subcontractor Reference and Release Form (make additional copies as needed) (if applicable)	F
LSBE Documents – Exhibits 1 and 2*	G
First Source Jobs Ordinance Acknowledgement Form	H, Exhibit 1
New Employee Tracking Form	H, Exhibit 2

Proposal Bond*	I
Exceptions to the Standard County Contract, if any	K
Proposal Cover Sheet*	L
Utility Contractor's License	-
Business License	-

***Failure to return these attachments with your proposal will render your proposal non-responsive.**

III. STATEMENT OF WORK

A. PROGRAM OBJECTIVE:

Contractor shall furnish all items necessary to provide, manage, maintain, and support the requirements of the Water Meter Installation and Cul-de-Sac Renewal Program in accordance with the scope of services associated with each awarded Proposal Option.

B. PROJECT OVERVIEW:

Contractor shall provide the following services as listed below and defined in Attachment A, *Scope of Services with Exhibits 1-7*, attached hereto and included herein by reference, for each awarded Proposal Option. Secondary services shall be provided on an as needed basis as directed by the designated County Representative for the project.

1. **Option A – Service Line Replacement & Cul-de-Sac Renewal**

- a. The primary services to be provided for the Cul-de-Sac Renewal and Service Line Replacement Project are as follows:

- 1) All General Requirements
- 2) Cul-de-Sac Renewal
- 3) Service Line Replacement

- b. The secondary services to be provided for the Cul-de-Sac Renewal and Service Line Replacement Project, when directed, are as follows but are not limited to:

- 1) Assessment of Existing Site Conditions
- 2) Fire Hydrant Relocation and Placement
- 3) Water Meter Upgrade/Replacement
- 4) Radio Read Device (Transmitter) Installation (Retrofit Only)
- 5) Meter resetters Installation/Replacement
- 6) Meter Box/Lid Replacement

2. **Option B – New Water Meter Installation**

- a. The primary services to be provided for the New Water Meter Installation Project are as follows:

- 1) All General Requirements
- 2) New Water Meter Installation

- b. Secondary services for this project may become necessary if upon inspection of the site, existing water meters or service lines are found that require any of the listed

services. The secondary services to be provided for the New Water Meter Installation Project are as follows:

- 1) Water Meter Upgrade/Replacement
- 2) Meter resetter Replacement
- 3) Radio Read Device (Transmitter) Installation (Retrofit Only)
- 4) Meter Box/Lid Replacement
- 5) Service Line Replacement

IV. **PROPOSAL FORMAT**

Proposals shall not exceed forty (40) single-sided pages in length, for all Options submitted combined. Resumes, dividers, and required forms will not count towards the forty (40) page limit. Responders are required to submit their proposals in the following format:

A. COST PROPOSAL

1. The cost proposal shall be submitted on the *Cost Proposal Form*, Attachment B, in a separate, sealed envelope with the Responder's name and "Cost Proposal for Request for Proposals No. 24-500674 for Water Meter Installation and Cul-de-Sac Renewal Program (Annual Contract with 4 Options to Renew)" on the outside of the envelope. **Responder shall not alter the Cost Proposal Form in any manner.**
2. The sealed envelope containing the cost proposal for each Option proposed is requested to be included in the sealed package containing the technical proposal.
3. **DO NOT INCLUDE FEES OR COSTS IN ANY AREA OUTSIDE OF THE COST PROPOSAL.** Including fees in any area outside of the Cost Proposal in its separate, sealed envelope may result in Responder's proposal being deemed non-responsive.

B. TECHNICAL PROPOSAL

1. Responders shall complete Attachment L, *Proposal Cover Sheet*, and include this as the first page of the technical proposal, followed by the Introduction, Technical Approach, Project Management, Personnel, Organizational Qualifications, Financial Statements, References, and the remaining required documents (see Section I.C for the list of required documents). **The Technical Proposal shall not contain any cost information, or the proposal will be deemed non-responsive. Please note that if you respond to more than one Option, the Technical Proposal shall include all requirements for each Option and shall be sectioned accordingly to distinguish between elements that may vary between the different Options.**

2. Introduction:

Provide general information about your company to include:

- a. Firm name and address;
- b. Former firm names, joint venture information, out of state offices, as applicable.
- c. A statement of which office shall handle the project, if multiple offices exist;
- d. A clear and concise response as to why the County should select your firm for this project;
- e. A list of any litigations, arbitrations, or mediations in which the firm has been

- involved in the past five (5) years involving claims for more than \$50,000 made by a County against the firm or by the firm against the County, and indicate the disposition of each claim, the name of the County, and the nature of the claim; and
- f. A statement that the proposal shall remain in effect for and not be withdrawn for one-hundred fifty (150) days after the due date to the County.

3. Technical Approach:

This section shall include the following information in the order listed:

- a. Responders are required to describe the procedures and methods that will achieve the required outcome of the project as specified herein; and
- b. Include a listing of the County's responsibilities and the Responder's responsibilities required to complete the project.

4. Project Management:

This section shall include the following information in the order listed:

- a. Provide a detailed overview of how your company intends to manage this project, including ongoing communication with the County, public relations, problem resolution, quality control, quality assurance, and overall system commissioning;
- b. Describe progress reporting procedures for the project;
- c. Include the anticipated use of subcontractors/vendors; and
- d. Describe the resources necessary to accomplish the purpose of the project.

5. Personnel:

This section shall include the following information in the order listed:

- a. Identify the key individuals who will be part of the project team by providing a project organization chart listing titles and names of staff proposed for the project (Key personnel must have been actively involved in the development, management, and implementation of AMI conversion projects and complete water meter installation including service line upgrades, depending on which Option proposed);
- b. Include any outside personnel, such as subcontractors; and
- c. Provide detailed résumés of key team members and subcontractors who will be directly working on the project.

6. Organizational Qualifications:

This section shall include a concise overview of the Responder's experience with similar AMI installation projects (for both Options) as well as service line replacements and meter installations (if proposing on Option A and/or Option B) and why the Responder is best suited to serve the County's system-wide deployment of AMI technology and service line upgrade program. The Responder must have successfully developed, managed and implemented AMI meter installations or conversions for a minimum of three (3) years under their current business entity name. If responding to Option A and Option B, the Responder must also have successfully developed, managed and implemented cul-de-sac and service line replacements and complete meter installations for a minimum of three (3) years under their current business entity name.

- a. Describe Responder's experience, capabilities and other qualifications that meet the Qualification Requirements for this project;
 - b. Provide the number of years the Responder has operated under current company name;
 - c. Disclose and certify any litigation, contract non-compliance, or contract non-performance activities involving all prior clients within the past five (5) years; and
 - d. State whether or not the Responder has been debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from doing business with the Federal Government.
7. Financial Responsibility:
- a. Provide financial statements for the last three (3) years that evidences the Responder's financial capabilities to perform the Statement of Work. (Audited statements are preferable but a minimum of balance sheet, income statement and cash flow statement may be accepted.); and
 - b. Provide the Responder's year of incorporation/establishment along with financial information.
8. References:
- a. Provide three (3) references for projects as described per the above requirement, using the *Contractor Reference and Release Form* attached hereto as Attachment E;
 - b. References should include details (at least one paragraph but no more than one page in length per project on a separate sheet of paper) for at least three (3) water meter upgrade and AMI installation/conversion projects, cul-de-sac and service line upgrades of similar scope, depending on which Option proposed.;
 - c. If you are responding to more than one Option, provide at least 3 references for each Option. The reference can include the combination for each Option and will be counted toward all Options proposed; and
 - d. Provide three (3) references for each subcontractor proposed as part of the project team. The references shall be for the same or similar types of services to be performed by the subcontractor (including LSBE-DeKalb and LSBE-MSA firms) on projects similar in size and scope to the anticipated subcontract to the project outlined in this RFP. Use Attachment F, *Subcontractor Reference and Release Form*. Make additional copies as needed.
9. Technical proposals shall be submitted in a sealed envelope(s) or box(es) with Responder's name and "Request for Proposals No. 24-500674 for Water Meter Installation and Cul-de-Sac Program (Annual Contract with 4 Options to Renew)" on the outside of each envelope or box. **DO NOT INCLUDE ANY COSTS OF ANY KIND IN THE TECHNICAL PROPOSAL.**

C. DEKALB FIRST ORDINANCE

1. It is the objective of the Chief Executive Officer and Board of Commissioners of DeKalb County to provide maximum practicable opportunity for all businesses to participate in the performance of government contracts. The current DeKalb County List of Certified DeKalb First Local Small Business Enterprise (LSBE) Vendors may be found on the DeKalb County website.
2. **It is required that all Responders attend the mandatory LSBE meeting within**

two-weeks of the solicitation’s advertisement, and comply with, complete and submit all LSBE forms (Attachment G, *DeKalb First LSBE Information with Exhibits 1 and 2*) with the proposal in order to remain responsive. Attendance can be in person, via video conference or teleconference. Please visit the following link for instructions on how to attend remotely: <https://www.dekalbcountyga.gov/purchasing-contracting/general-information>.

3. For further details regarding the DeKalb First Local Small Business Enterprise Ordinance, contact the LSBE Program representative at (404) 371-7051.

D. FEDERAL WORK AUTHORIZATION PROGRAM CONTRACTOR AND SUBCONTRACTOR EVIDENCE OF COMPLIANCE

All qualifying Responders and subcontractors performing work with DeKalb County, Georgia must register and participate in the Federal work authorization program to verify the work eligibility information of new employees. Successful Responder(s) shall be required to register and participate in the Federal work authorization program, which is a part of Attachment K, *Sample County Contract*. Attachment C, *Contractor Affidavit*, should be completed and submitted with the Responder’s proposal.

V. **CRITERIA FOR EVALUATION**

The following evaluation criteria with maximum points stated below will be used as the basis for the evaluation of proposals. The evaluation will be scored per each Option.

- A. Cost Proposal (10 points)
- B. Technical Proposal (80 points):
 1. Technical Approach (25 points)
 2. Project Management (20 points)
 3. Personnel (10 points)
 4. Organizational Qualifications (10 points)
 5. Financial Responsibility (10 points)
 6. References (5 points)
- C. Local Small Business Enterprise Participation (10 points)
- D. Optional Interview (10 points) – bonus; The County reserves the right to conduct optional interviews with all Responders or a short-listed group of Responders. The Evaluation Committee may award a maximum of ten (10) points to each interviewed Responder. If the County determines that it is in its best interest to develop a short list of responders for interview, it shall be based on the following calculation: Highest Responder Score – 10 points = Short-listed Score (Example: 91 – 10 = 81. Any Responder with a score of 81 or greater would be interviewed.)

VI. **CONTRACT ADMINISTRATION**

A. STANDARD COUNTY CONTRACT

The attached sample contract is the County’s standard contract document (see Attachment J), which specifically outlines the contractual responsibilities. All responders should

thoroughly review the document prior to submitting a proposal. Any proposed revisions to the terms or language of this document must be submitted in writing with the responder's response to the request for proposals and clearly identified as "Exceptions to the County's Standard Contract." Since proposed revisions may result in a proposal being rejected if the revisions are unacceptable to the County, responders should review any proposed revisions with an officer of the firm having authority to execute the contract. No alterations can be made in the contract after award by the Board of Commissioners.

B. SUBMITTAL INSTRUCTIONS

1. **One (1) original Technical Proposal stamped "Original", with six (6) USB flash drives containing an identical copy of the Technical Proposal ONLY (do not include costs); and one (1) printed original Cost Proposal (see Section III. A. for additional instructions regarding submittal of Cost Proposal), must be submitted to the following address no later than 3:00 p.m. on September 12, 2024.**

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

2. Proposals must be clearly identified on the outside of the packaging with the responder's name and **"Request for Proposals No. 24-500674 for Water Meter Installation and Cul-de-Sac Renewal Program (Annual Contract with 4 Options to Renew)"** on the outside of the envelope(s) or box(es).
3. It is the responsibility of each Responder to ensure that its submission is received by 3:00 p.m. on the proposal due date. The time/date stamp clock located in the Department of Purchasing & Contracting shall serve as the official authority to determine lateness of any response*. The RFP opening time shall be strictly observed. Be aware that visitors to our offices will go through a security screening process upon entering the building. Responders should plan enough time to ensure that they will be able to deliver their submission prior to our deadline. Late submissions, for whatever reason, will not be evaluated. Responders should plan their deliveries accordingly. Telephone or fax bids will not be accepted. **Special Note: While the Maloof Administration Building remains closed, the security desk will accept hand-delivered proposals on behalf of the Department of Purchasing & Contracting. The Responder should request a proposal receipt as verification that the proposal was submitted by the prescribed due date and time.**

C. NON-MANDATORY PRE-PROPOSAL CONFERENCE

A pre-proposal conference will be held at 2:00 p.m. on August 20, 2024, via Zoom video conferencing. Interested responders are strongly encouraged to attend and participate in the pre-proposal conference. For information regarding the pre-proposal conference, please contact Kyheem Bristol at kbristol@dekalbcountyga.gov.

D. QUESTIONS

All questions concerning this RFP and requests for interpretation of the Contract may be asked and answered during the pre-proposal conference; however, **oral answers are not authoritative**. Questions must be submitted to Kyheem Bristol, via email to kbristol@dekalbcountyga.gov by 5:00 p.m. on August 23, 2024. Questions and requests for interpretation received by the Department of Purchasing and Contracting after this date may not receive a response or be the subject of addenda.

E. ACKNOWLEDGEMENT OF ADDENDA

Addenda may be issued in response to changes in the RFP. It is the responsibility of the Responder to ensure awareness of all addenda issued for this solicitation. Please acknowledge the addenda and submit to the Department of Purchasing and Contracting as requested. Responder may email Kyheem Bristol at kbristol@dekalbcountyga.gov to verify the number of addenda prior to submission. Addenda issued for this project may be found on DeKalb County's website, <https://www.dekalbcountyga.gov/purchasing-contracting/bids-itb-rfps>.

F. PROPOSAL DURATION

Proposals submitted in response to this RFP shall be valid for a period of one hundred fifty (150) days from the proposal submission deadline and must be so marked.

G. PROJECT DIRECTOR/CONTRACT MANAGER

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

H. EXPENSES OF PREPARING RESPONSES TO THIS RFP

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

I. GEORGIA OPEN RECORDS ACT

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

J. FIRST SOURCE JOBS ORDINANCE

The First Source Ordinance is a public regulation which requires contractors and beneficiaries of eligible DeKalb County projects to make a good faith effort to hire fifty (50) percent of all jobs using the First Source Registry. Beneficiaries are immediate

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

For more information on the First Source Jobs Ordinance requirement, please contact WorkSource DeKalb at www.dekalbworksource.org or 404-687-3400.

K. BUSINESS LICENSE

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

L. OWNER CONTROLLED INSURANCE PROGRAM (OCIP) *(if applicable)*

1. OCIP Insurance Coverage: In connection with the Work, and for the Contractor and those subcontractors deemed eligible by the County for participation, the County will implement an Owner Controlled Insurance Program ("OCIP"), providing certain insurance coverages as detailed herein. The insurance coverages provided by the OCIP apply only to the Work performed on the Project site. The Contractor and its subcontractors shall provide their own insurance for all off-site activities. The Builder's Risk/All Risk Property Insurance component of the OCIP will expressly exclude coverage on Contractor's and subcontractors' machinery, tools, and equipment not destined to become a part of the Project Work.
2. OCIP Manual of Insurance Procedures: The OCIP coverage provided by the County shall be further detailed in, and the Contractor requirements with respect to the OCIP shall be described in, the General Liability Wrap-Up Manual ("the Manual") to be incorporated into the Contract Documents and to be issued via an Exhibit to the Contract. This manual includes information on the following OCIP coverages: Commercial General Liability, Excess Liability, and Builder's Risk/All Risk Property Insurance.

M. VALID INSURANCE, BONDS, PERMITS AND CERTIFICATES

Proposer shall ensure that any proposal bond, payment bond, performance bond, insurance, license, permit, or certificate submitted in response to this RFP 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.

N. ETHICS RULES

1. Responders are subject to the Ethics provision within the DeKalb County Purchasing Policy; the Organizational Act, Section 22A, the Code of DeKalb County; and the rules of Executive Order 2014-4. Any violations will be addressed, pursuant to these policies and rules.
2. 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.

O. RIGHT TO AUDIT

1. The County shall have the right to audit all books and records, including electronic records, relating or pertaining to this contract or agreement, including but not limited to all financial and performance related records, property, and equipment purchased in whole or in part with County funds and any documents or materials which support those records, kept under the control of the Contractor, including but not limited to those kept by the Contractor's employees, agents, assigns, successors and subcontractors. The County also has the right to communicate with Contractor's employees related to the audited records.
2. The Contractor shall maintain such books and records, together with such supporting or underlying documents and materials, for the duration of this contract and for seven (7) years after termination or expiration, including any and all renewals thereof. The books and records, together with supporting documents and materials shall be made available, upon request to the County or its designee, during normal business hours at the Contractor's office or place of business. In the event that no such 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.
3. 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).

P. COOPERATIVE AGREEMENT

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

contract award.

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

VII. AWARD OF CONTRACT

- A. An evaluation committee will review and rate all proposals and shall determine if interviews are necessary.
- B. If interviews are conducted, firms may be scheduled for an oral presentation to the evaluation committee, not to exceed one (1) hour's duration, in order to respond to questions from the evaluation committee relevant to the firm's proposal.
- C. The evaluation committee will make its recommendation for award to the DeKalb County Board of Commissioners, who will make the final decision of contract award.
- D. Note to firms responding to multiple Options: If a firm is awarded multiple Options, the lowest price entered for duplicate items that appear on more than one cost proposal shall be the actual/fixed price for each awarded Option. If a firm is awarded no more than one option, the price entered on the respective cost proposal will be awarded as entered with the exception of any subsequent negotiations or determinations/corrections of obvious errors.
- E. **The County intends to make multiple award (s) due to the time-sensitive nature of this program. The County reserves the right to make one (1) award or multiple awards, to reject any and all proposals, to waive informalities, and to re-advertise.**

Sincerely,

Kyheem Bristol
Procurement Agent
Department of Purchasing and Contracting

- Attachment A: Scope of Services with Exhibits 1-7
- Attachment B: Cost Proposal
- Attachment C: Contractor Affidavit
- Attachment D: Subcontractor Affidavit (if applicable)
- Attachment E: Contractor Reference and Release Form
- Attachment F: Subcontractor Reference and Release Form
(make additional copies as needed) (if applicable)
- Attachment G: LSBE Documents – Exhibits 1 and 2
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- Attachment J: County's Sample Contract
- Attachment K: Exceptions to the Standard County Contract, if any
- Attachment L: Proposal Cover Sheet

ATTACHMENT A**SCOPE OF SERVICES
WITH EXHIBITS 1-7****I. GENERAL REQUIREMENTS:****A. Administrative Elements**

The Contractor shall assign a responsible representative and an alternate representative, as approved by the County, to coordinate with County project management staff. Any changes in responsible representative must be submitted in writing and discussed, in advance, with the County. The County will have the right to reject proposed changes in personnel.

B. Data Management of Workflow

1. Contractor shall utilize the mobile workforce data management system designated, owned and managed by the County.
2. Contractor will be assigned work electronically via the data management system.
3. The Contractor will provide their own adequate quantity of mobile handheld units that are equipped with the selected software. Contractor shall be responsible for equipment and shall reimburse the County for any damaged or lost equipment.
4. Contractor shall be provided a secure login for the work order portal.
5. Work shall be assigned by each mobile device via the work order portal and all data shall update live while being performed.
6. Standard workflow procedures shall be defined by the County and the contractor must follow the work flow procedure.
7. Each location will have an assigned work flow procedure, any change to the work order or work flow must be approved by the County in advance preceding the work and in writing.
8. Each work order will be preassigned a type of work to be performed based on the results of the site assessment. Each work order type shall have a defined work flow that must be followed by the Contractor.
9. Any installation that cannot be completed will be escalated to the designated County Representative for the project to resolve and may be reassigned.

10. Work order system shall also include an inventory management system that will have checks and balances built in to track all County assets being utilized by the Contractor.
11. Work order system shall have GPS installer tracking module that is usable by County and Contractor to manage and monitor progress of each installer.

C. Public Notification

1. The Contractor, along with the County representative, shall notify property owners prior to performing work on water meter replacement/installation, service line upgrade and cul-de-sac renewal via door hangers, public notification and/or other means as necessary to coordinate interruption of water service. Post-installation door hangers of the work completed may also be required as directed by the County.
2. Contractor shall attempt to make contact with the resident prior to turning water service off. If no response is received after the above attempts have been made, work can proceed.
3. Contractor must have magnetic signs on any vehicles associated with this project identifying that they are working for DeKalb County and the Contractor name and contact phone number.
4. Workers must wear a uniform with proper personal protective equipment (PPE) and documentation identifying they are working for the County and the project number/identification number with picture.

D. Inventory of Materials Furnished by the County

The Contractor shall receive, store and handle all County furnished water meters, meter boxes and lids, meter resetters, and radio read devices to be installed by the Contractor on this project. The Contractor shall provide monthly inventory totals of County furnished, stored materials *and also the County reserves the right to conduct onsite inventory inspection.*

E. Repairs and Leaks

1. The Contractor shall respond to leaks and repairs resulting from water meter replacement work within twenty-four (24) hours of notification.
2. The Contractor shall maintain a log of repairs/leaks performed and submit to the County on a weekly basis. Log should note repairs made, meter reading at time of repair and any other pertinent information agreed to the County and Contractor.

3. If a leak exists at the time the Contractor arrives at the site prior to performing any work, Contractor is required to notify the County and shall not proceed with the work.

F. Customer Complaints and Claims

1. **The Contractor shall be available to receive customer complaints and claims regarding damages to water customer's property occurring during water meter upgrade and replacement and work to resolve said complaint and/or claim to the best of their ability.**
2. In an effort to prevent complaints and claims, the contractor shall take appropriate measures necessary to document any and all site features, landscaping, etc. prior to performing work.
3. If such features are to be removed, damaged, and/or modified as a result of the replacement work, Contractor shall contact the property owner prior to performing any work.

G. Warranty

Contractor shall fully warrant all work against poor and inferior quality or workmanship for a period of not less than 12 months from the date of installation and acceptance by the County. Contractor shall repair and/or replace any inoperable materials or equipment in a timely manner during warranty period, excluding County provided equipment. If the repair is made, the warranty period shall extend for an additional 12 months from the date of the repair.

H. Existing Meters and Inoperable Devices

All meters and materials removed during the project are property of the County. All materials must be returned to the County. Contractor shall document the type of equipment removed and the location from which it was removed.

I. Quantities

The County reserves the right to alter the quantities of work to be performed or to extend or shorten the improvements at any time when and, as found necessary, and the Contractor shall perform the work as altered, increased or decreased.

J. Quality Control

All work shall be performed according to DeKalb County Design Standards and all debris/excess dirt shall be removed from meters and associated parts/materials by Contractor.

K. Site Restoration

1. Contractor must return yards to original grade and condition in accordance with County specifications. This will require the use of sod where sod exists.
2. Contractor shall make every effort to limit the amount of disturbance in lawn areas and make necessary provisions to return the lawn area in as good or better condition before disturbance.
3. Landscape beds shall be returned to as good or better condition. The Contractor is required to replant or replace flowers, plants, and/or shrubs removed to perform work.
4. Contractor shall provide before and after pictures of the work site for comparison of the site conditions pre/post-work performance.
5. Contractor shall perform all necessary concrete and/or pavement replacement required to complete water meter replacement. A permit is required for all State routes **and/or for Cities located within DeKalb**. Pavement replacement within Georgia Department of Transportation (GDOT) right of ways shall conform to GDOT standards and specifications.

II. TECHNICAL SPECIFICATIONS:**A. Assessment of Existing Site Conditions**

1. The goal of the site assessment is to identify the existing conditions of water meters, boxes, lids and other meter assembly. The site assessment will be conducted for all non-AMI meters prior to any meter upgrade/replacement. The assessment shall at a minimum consist of the following items:
 - a. Identify the type of existing service line (e.g. identify the material types). If the existing service line is copper, identify the conditions.
 - b. Identify if a meter resetters are installed or missing. If the meter resetters are installed, identify the conditions and indicate if it meets the latest DWM Design Standards.
 - c. Identify the existing condition of the overall meter box assembly.
 - d. Identify if the meter box lid has a pre-drilled 1 7/8" hole. If so, identify the condition.
 - e. Identify the type of existing meter installed by meter model and make.
 - f. Note any other useful site conditions.
2. The County will evaluate the results of site assessment and determine the type of work to be performed and assigned to Contractor(s).

B. New Water Meter Installation

1. Water meters will be provided by DeKalb County Department of Watershed Management.

2. All water meter installation shall be done per DWM latest Design Standards available for viewing on the DWM webpage.
3. Contractor shall perform complete installation of water meters with all necessary fittings, including service taps as well as transmitter installation for new residential/commercial developments and irrigation meters as well as conduct the following:
 - a. Water curb stop valve shall be turned off.
 - b. New meter shall be installed in the setter utilizing new meter gaskets.
 - c. Meter couplings shall be tightened for secure connection to prevent leaks.
 - d. Water curb stop valve shall be turned on and checked for leaks

C. Cul-de-Sac Renewal

1. The complete replacement or installation of 1 ½-inch copper water main and all necessary service lines for the purpose of water main upgrade and better water quality in all cul-de-sacs, eyebrows, or dead end streets. All lines will be installed per DWM latest Design Standards. The price will be for open cut or jack and bore per linear footage.
2. The water lines at cul-de-sac will be installed or replaced where water lines are not currently copper tubing.
3. The water lines at cul-de-sac will be installed where it is needed to improve water circulation and water quality.
4. The water lines at cul-de-sac and service lines are to be upgraded to copper tubing.
5. All service lines are to be installed with flared copper fitting according to DWM latest Design Standards.
6. All meter boxes and lids not meeting current standards will be replaced with new one that will accommodate transmitter installation.
7. Customer existing water service line shall be re-connected and checked for leaks and proper operation before leaving the site.
8. Complete restoration of homeowner's property shall be re-connected and checked for leaks and proper operation before leaving the site.

D. Service Line Replacement

1. All service line replacements shall be done per DWM latest Design Standards.
2. Service line replacement shall be performed for all services where existing service line is not copper tubing.

3. Service line replacement to include:
 - a. Service line upgrade to copper tubing.
 - b. Installation of inline curb stop.
 - c. Installation of meter resetter.
 - d. Installation of 12" meter coupling.
 - e. Installation of new meter box and lid.
 - f. Connection to customer's existing water service line.
 - g. Landscaping of homeowner's property.
4. All services shall be tested and checked for leaks per the County standards.
5. Flushing of Service Lines

When water service line replacement is performed, Contractor shall flush service lines to remove any foreign debris prior to connecting to water meter and customer service line. If improper flushing is found to cause meter issues, Contractor shall be held responsible for all cost associated with said issues.

F. Radio Read Device (Transmitter) Installation

1. Contractor shall install and activate radio read transmitters for all new water meters installations and all existing water meters that are compatible with the current transmitter, per the direction of the County.
2. Transmitter installation shall be conducted as follows:
 - a. For existing meters that are Touch Read, the Contractor shall remove the existing TouchRead sensor from the 3-piece mounting bracket in the meter box lid.
 - b. Transmitter shall be mounted in the meter box lid through the 1 7/8" hole provided by the County. Transmitter hold down nut shall be firmly tightened. Transmitter shall be positioned to have the touch coupler connection to be towards the center of the meter box.
 - c. All meter box lids shall rest flush to the meter box. Any meter box that is too shallow must be raised to the County standards to allow for proper lid placement.
 - d. Transmitter programming/activation shall be done by the same handheld as the work order system, utilizing the proper software provided by the County.
 - e. For existing water meters:

- (1) To be called Retrofit of existing water meter.
- (2) Water meter MUST be programmed to new reading resolution of 1 gallon.
- (3) Contractor shall program the meter registration prior to installation of the transmitter.

f. For new meter installation:

- (1) New water meter shall be provided in 1 gallon resolution.
- (2) Contractor shall install meter and MXU transmitter.

G. Meter Box/Lid Replacement

1. Meter Box Lid Only

- a. Contractor shall replace any broken or damaged meter box lids to the County standards.
- b. Meter box lid replacements shall be performed for any of the following instances:
 - (1) Existing lid is broken.
 - (2) Existing lid does not have 1 7/8" mounting hole.
 - (3) Existing lid will not firmly fit back into meter box.
- c. Contractor shall remove replaced lid from job site and return to the County.

2. Meter Box and Lid

- a. Contractor shall replace existing complete meter box if it does not meet the County standards as well as site restoration as needed.
 - b. All meter box and lid replacements shall be done per DWM latest Design Standards available for viewing on the DWM webpage.
 - c. Complete meter box and lid replacement shall be performed for any of the following instances:
 - (1) Existing box and lid does not meet the County specifications as defined by DWM.
 - (2) Existing box is damaged/broken.
3. Contractor shall take care to keep site area clean and restore the area back to its original condition or better.
 4. All removed boxes and lids should be returned to the County.

H. Meter Resetter Installation

1. Contractor shall remove and replace existing water meter with new meter resetter installed to meet County standards.
2. All meter resetters installations shall be done per DWM latest Design Standards available for viewing on the DWM webpage.
3. Meter resetter shall be installed for all services where one is not currently installed.
4. Contractor shall conduct the following steps during meter resetter installations:
 - a. Existing water meter shall be removed.
 - b. Meter box shall be cleaned of excess dirt and debris in order to provide a clean installation for the new meter.
 - c. Meter resetters shall be installed utilizing new meter gaskets and tightened securely to prevent leaks.
 - d. Existing in-line curb stop valve shall be opened and checked for leaks on the inlet of the meter resetter.
 - e. New water meter shall be installed utilizing new meter gaskets and securely tightened to prevent leaks.
 - f. Meter resetter curb stop valve shall be turned on and checked for leaks.
 - g. Old water meter shall be stored in the same box the new meter came out of and returned to the County after the new water meter is installed.

I. Fire Hydrant Relocation/Replacement

Fire hydrant relocation and replacement services may be required in some instances but **will not** be a primary service provided on this contract. DWM will determine when these services will be required to complete the services described above. The Contractor shall provide fire hydrant relocation and replacement services as specified and directed by DWM

[END OF SCOPE OF SERVICES]

Exhibit 1

**Residential Water Meter Installation
Standard Details Drawing
(All Proposal Options)**

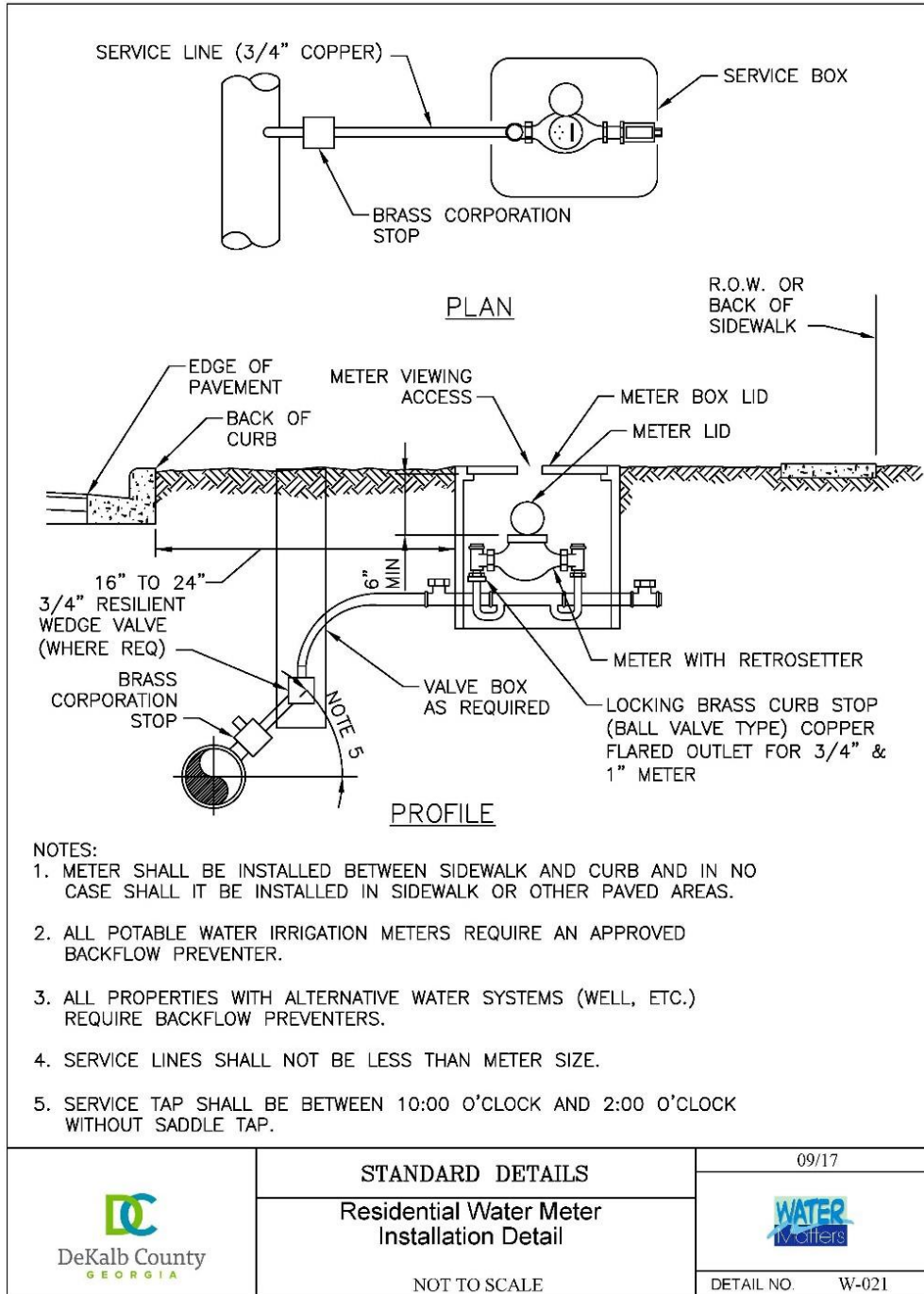


Exhibit 2

**Typical Service Line Installation
Standard Details Drawing
(Proposal Options B & C)**

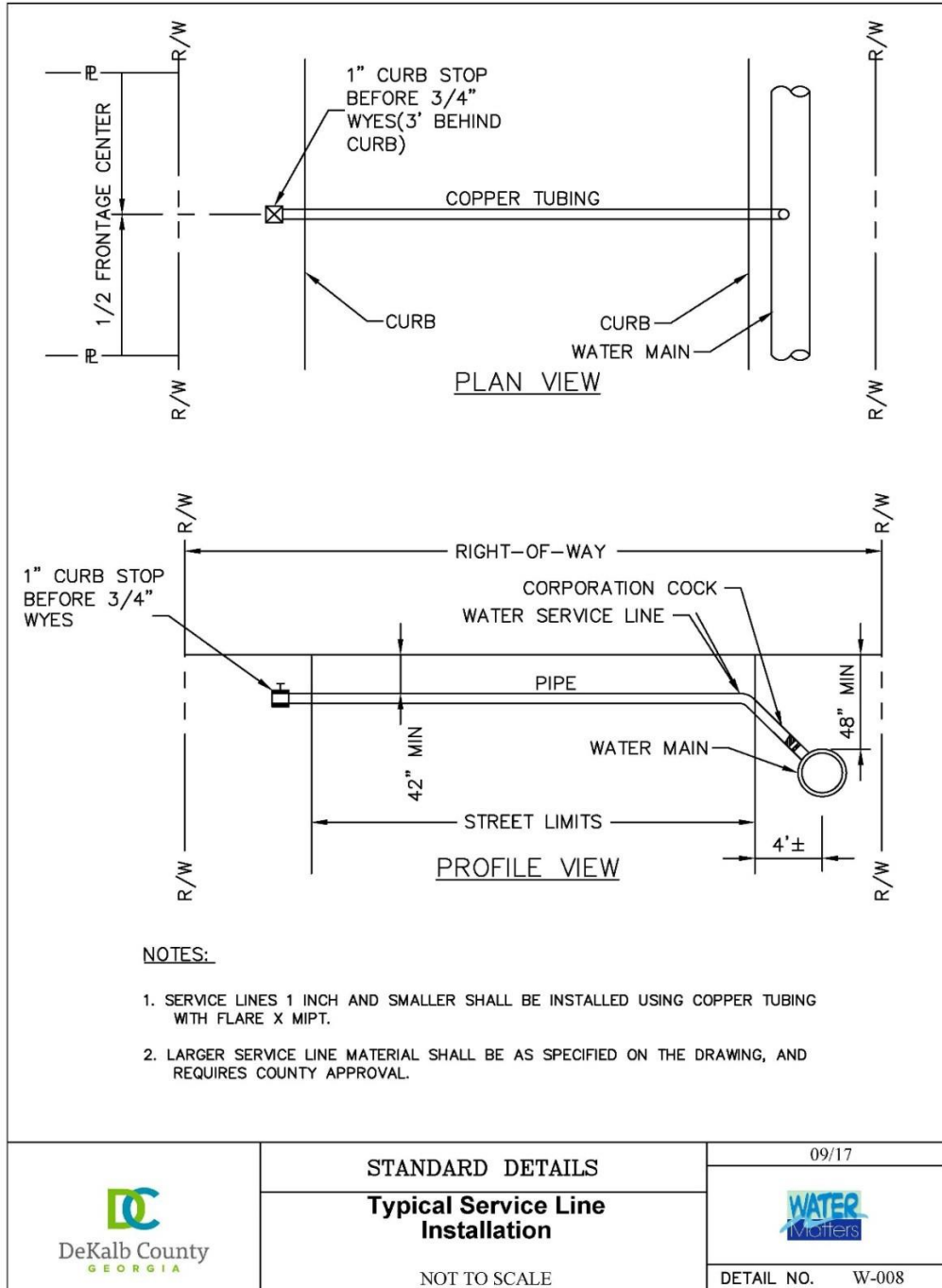


Exhibit 3

**Cul-de-Sac Installation (Including Dead End Streets)
Standard Details Drawing
(Proposal Option B)**

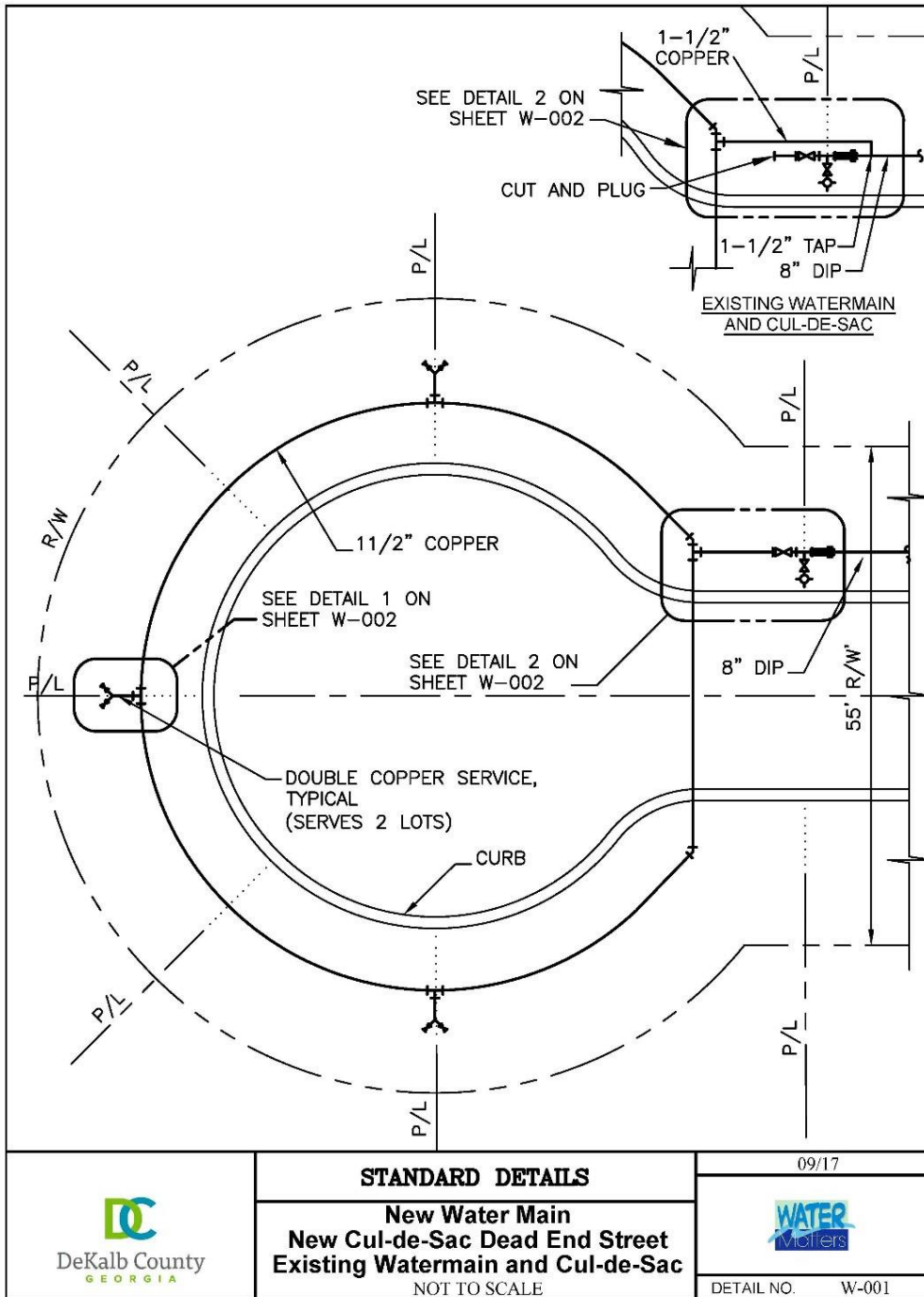


Exhibit 4

**Eye Brows Installation
Standard Details Drawing
(Proposal Option B)**

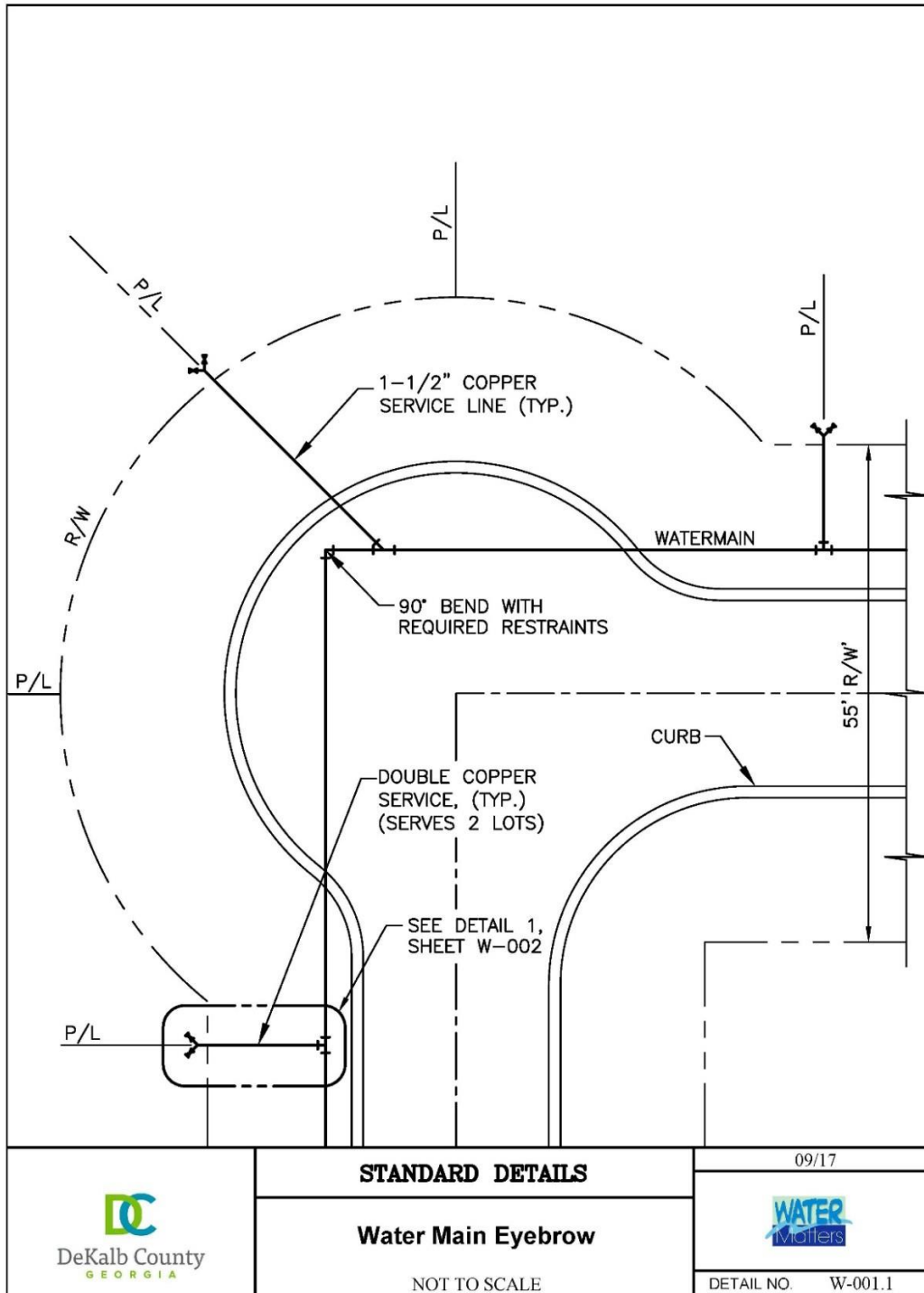


Exhibit 5

**Water Main Cul-De-Sac
Standard Details Drawing
(Proposal Option B)**

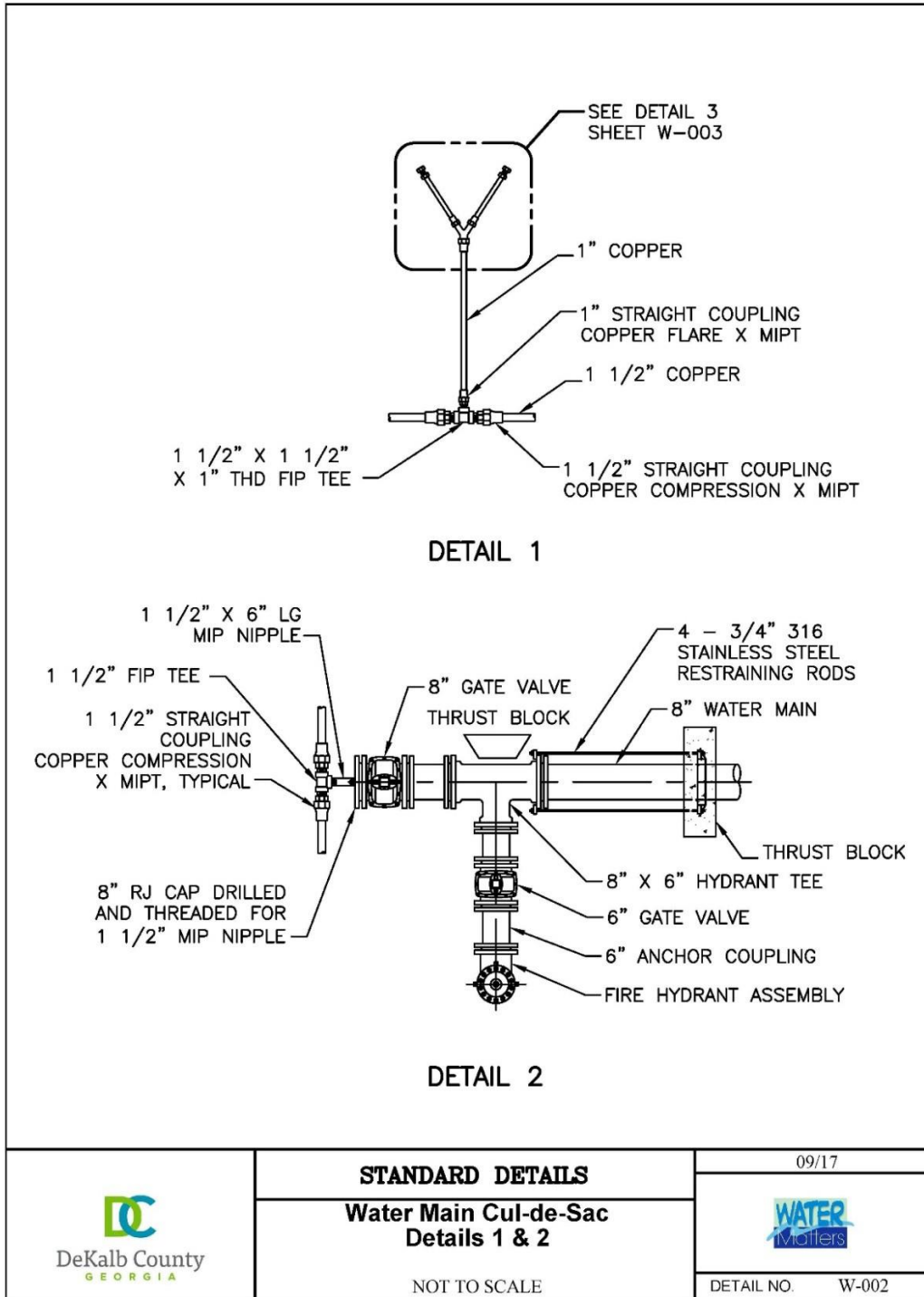
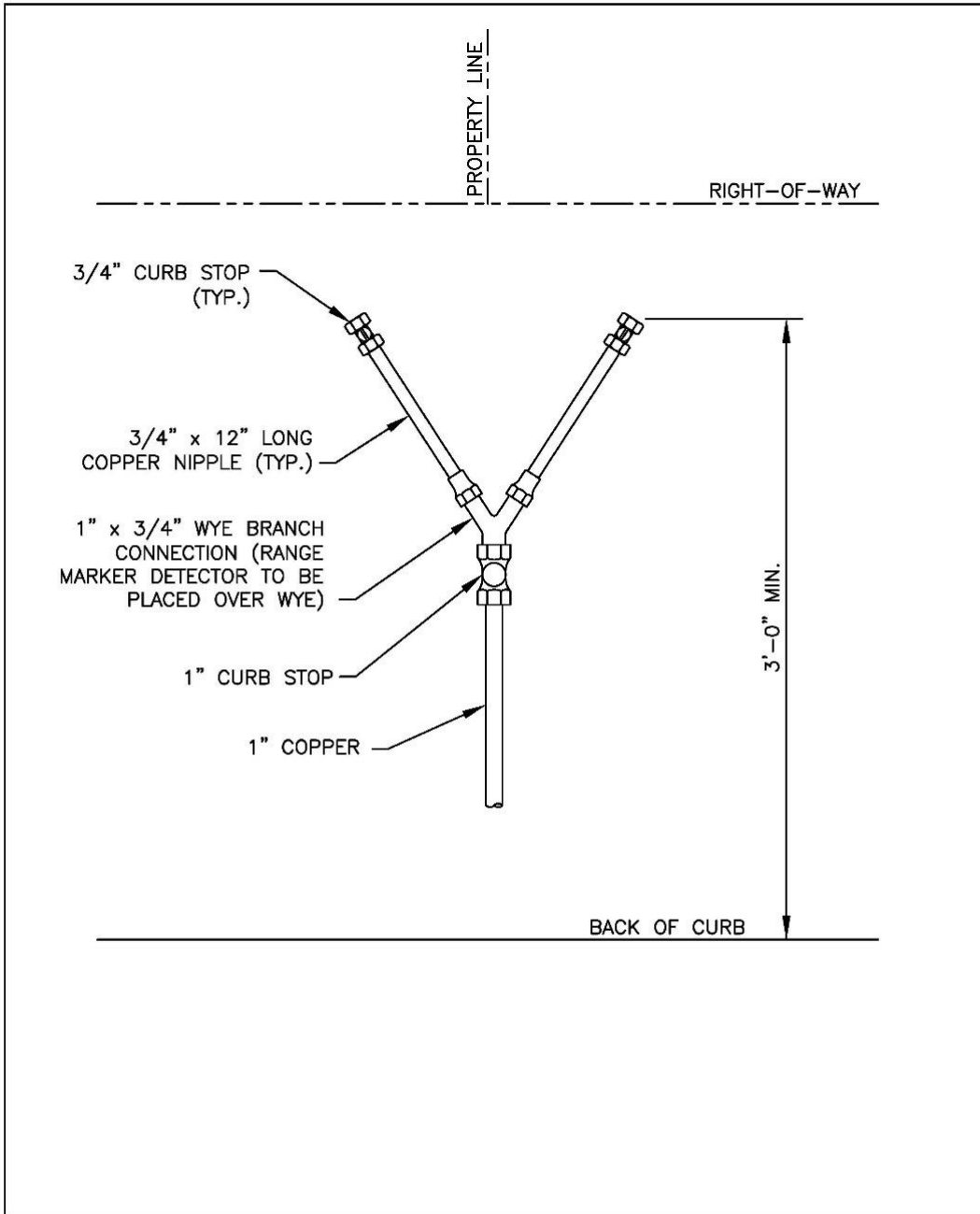


Exhibit 6

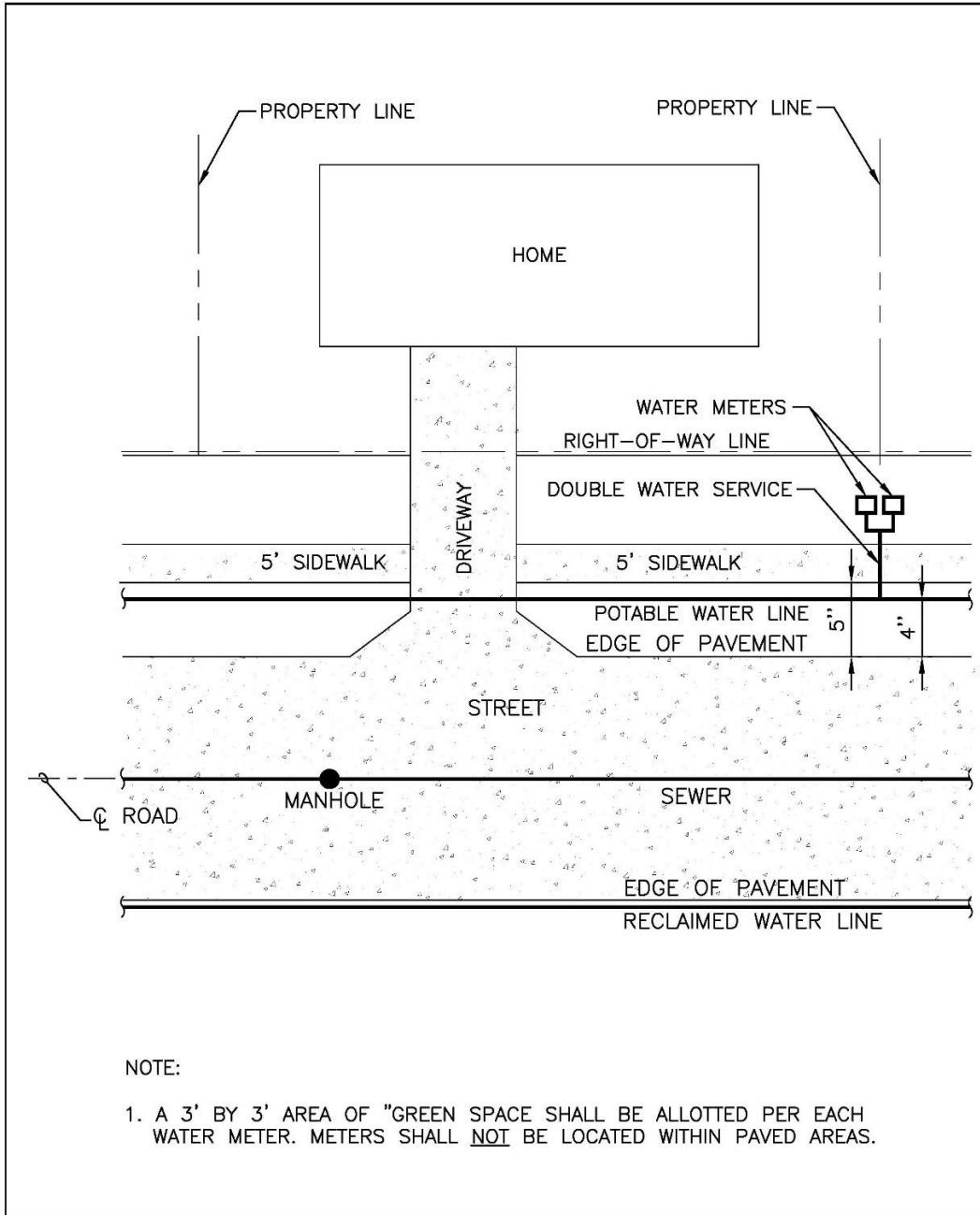
**Water Main Y-Branch Detail
Standard Details Drawing
(Proposal Options B & C)**



 <p>DeKalb County GEORGIA</p>	STANDARD DETAILS	09/17
	Water Main Y-Branch Detail NOT TO SCALE	
		DETAIL NO. W-003



Exhibit 7

**Water Meter Locations Detail
Standard Details Drawing
(All Proposal Options)**



NOTE:

1. A 3' BY 3' AREA OF "GREEN SPACE SHALL BE ALLOTTED PER EACH WATER METER. METERS SHALL NOT BE LOCATED WITHIN PAVED AREAS.

	STANDARD DETAILS	09/17
	Water Meter Locations Detail	
	NOT TO SCALE	DETAIL NO. W-020

ATTACHMENT B

COST PROPOSAL FORM

**WATER METER INSTALLATION AND CUL-DE-SAC RENEWAL PROGRAM
(ANNUAL CONTRACT WITH 4 OPTIONS TO RENEW)**

Responder: The cost proposal(s) must be submitted in a **separate, sealed envelope** with the Responder’s name and “Request for Proposals No. (RFP) 24-500674, Water Meter Installation and Cul-de-Sac Renewal Program (Annual Contract with 4 Options to Renew)” clearly identified on the outside of the envelope. State the fee per service for each service category in the following tables. Include all costs (direct and indirect) and all things necessary to execute the services under each Proposal Option your firm is responding to for each year, up to five (5) years.

By signing this page, Responder acknowledges that he has carefully examined and fully understands the RFP in its entirety, and hereby agrees that if this proposal is accepted, they will contract with DeKalb County according to the Request for Proposal documents.

Name of Firm: _____

Address: _____

Contact Person Submitting Proposal: _____

Signature of Contact Person: _____

Title of Contact
Person: _____

Telephone
Number: _____

Fax
Number: _____

E-mail
Address: _____

ATTACHMENT B**COST PROPOSAL FORM
WATER METER UPGRADE AND INSTALLATION PROGRAM (ANNUAL CONTRACT
WITH 4 OPTIONS TO RENEW)****OPTION A. CUL-DE-SAC & SERVICE LINE REPLACEMENT PROJECT**

Item No.	Annual Cul-de-Sac and Service Line Replacement Services	Unit	Estimated Quantity per Year	Unit Cost	Total Cost
400-9954	Hauling and Placement of Asphalt, Concrete F, (Gypsum Plaster) GP 1 or GP 2 including Bituminous	SY	2,000	\$ _____	\$ _____
441-0016	Replacement or Repair of Driveway Concrete 6 Inches Thick	SY	3,000	\$ _____	\$ _____
440-0104	Replacement or Repair of Concrete Sidewalk, 4 Inches Thick	SY	3,600	\$ _____	\$ _____
670-1012	Installation of 1 ½-inch Copper Water Main	LF	37,500	\$ _____	\$ _____
670-5010	Replacement of Water Service Line, 1-inch Copper including Service Tap, if needed	LF	4,000	\$ _____	\$ _____
670-5620	Replacement of Water Service Line, ¾-inch Copper including Service Tap, if needed	LF	4,000	\$ _____	\$ _____
670-5631	Removal of All Abandoned Services	EA	2,000	\$ _____	\$ _____
670-8352	Placement of Strap Saddles & Corporation Stops for PVC Asbestos Cement Mains	EA	2,000	\$ _____	\$ _____
670-9225	Meter resetter Installation/Replacement	EA	1,000	\$ _____	\$ _____
670-9729	Water Meter Upgrade/Replacement for ¾-inch Meter including Transmitter Installation and Activation	EA	2,000	\$ _____	\$ _____
670-9730	Water Meter Upgrade/Replacement for 1-inch Meter including Transmitter Installation and Activation	EA	250	\$ _____	\$ _____

ATTACHMENT B

**COST PROPOSAL FORM
WATER METER INSTALLATION AND CUL-DE-SAC RENEWAL PROGRAM
(ANNUAL CONTRACT WITH 4 OPTIONS TO RENEW)**

OPTION A. CUL-DE-SAC & SERVICE LINE REPLACEMENT PROJECT (Continued)

Item No.	Annual Cul-de-Sac and Service Line Replacement Services	Unit	Estimated Quantity per Year	Unit Cost	Total Cost
611-8720	Complete Adjustment of ¾-inch & 1-inch Meter, Meter Boxes and All Necessary Fittings	EA	1,000	\$ _____	\$ _____
670-9727	Replacement of Water Meter Boxes and Lids	EA	2,000	\$ _____	\$ _____
670-9731	Replacement of Water Meter Box Lids	EA	2,000	\$ _____	\$ _____
670-9732	Relocation of Existing ¾-inch & 1-inch Water Services, Meters and Meter Boxes from 1 Foot to 25 Feet including Copper Installation	EA	1,500	\$ _____	\$ _____
670-9733	Relocation of Existing ¾-inch & 1-inch Water Services, Meters and Meter Boxes from 26 Feet to 50 Feet including Copper Installation	EA	500	\$ _____	\$ _____
611-8120	Adjustment of Existing Water Meter Box to Grade	EA	500	\$ _____	\$ _____
611-8121	Transmitter Installation and Activation Only (Retrofit)	EA	500	\$ _____	\$ _____
676-4000	Cutting and Plugging of Water Main, 6-inch and 8-inch	EA	500	\$ _____	\$ _____
670-9001	Furnish and Install Grassing Complete	SY	5,000	\$ _____	\$ _____
670-9002	Furnish and Install Block Sod Complete	SY	5,000	\$ _____	\$ _____
Total Annual Fee					\$ _____

Notes:

- All materials, with the exception of concrete, asphalt, grassing, and sod will be supplied by DeKalb County.
- Attention firms responding to multiple Options:** If a firm is awarded multiple Options, the lowest price entered for duplicate items that appear on more than one cost proposal shall be the actual/fixed price for each awarded Option. If a firm is awarded no more than one Option, the price entered on the respective cost proposal will be awarded as entered with the exception of any subsequent negotiations or determinations/corrections of obvious errors.

ATTACHMENT B

**COST PROPOSAL FORM
WATER METER INSTALLATION AND CUL-DE-SAC RENEWAL PROGRAM
(ANNUAL CONTRACT WITH 4 OPTIONS TO RENEW)**

OPTION B. NEW WATER METER INSTALLATION PROJECT

Item No.	Annual New Water Meter Installation Services	Unit	Estimated Quantity per Year	Unit Cost	Total Cost
400-9954	Haul & Place Asphalt, Concrete F, (Gypsum Plaster) GP 1 or GP 2, including Bituminous	SY	500	\$ _____	\$ _____
441-0016	Replace or Repair Driveway Concrete, 6 Inches Thick	SY	1,000	\$ _____	\$ _____
440-0104	Replace or Repair Concrete Sidewalk, 4 Inches Thick	SY	1,200	\$ _____	\$ _____
670-5010	Replace Water Service Line, 1 Inch Copper, including Service Tap if needed	LF	100,000	\$ _____	\$ _____
670-5620	Replace Water Service Line, ¾ Inch Copper, including Service Tap if needed	LF	10000	\$ _____	\$ _____
670-5631	Remove All Abandoned Services	EA	100	\$ _____	\$ _____
670-8352	Placement of Strap Saddles & Corporation Stops for PVC Asbestos Cement Mains	EA	2,500	\$ _____	\$ _____
670-9740	Complete Installation of ¾ Inch Water Meter & Box, Meter resetter and All Necessary Fittings including Service Tap, Transmitter Installation and Activation	EA	5,000	\$ _____	\$ _____
670-9741	Complete Installation of 1 Inch Water Meter & Box, Meter resetter and All Necessary Fittings including Service Tap, Transmitter Installation and Activation	EA	200	\$ _____	\$ _____
	Complete Installation of 1.5 Inch Water Meter & Box, Meter resetter and All Necessary Fittings including Service Tap, Transmitter Installation and Activation	EA	200	\$ _____	\$ _____
	Complete Installation of 2 Inch Water Meter & Box, Meter resetter and All Necessary Fittings including Service Tap, Transmitter Installation and Activation	EA	200	\$ _____	\$ _____

ATTACHMENT B

**COST PROPOSAL FORM
WATER METER UPGRADE AND INSTALLATION PROGRAM (ANNUAL CONTRACT
WITH 4 OPTIONS TO RENEW)**

OPTION C. NEW WATER METER INSTALLATION PROJECT (Continued)

Item No.	Annual New Water Meter Installation Services	Unit	Estimated Quantity per Year	Unit Cost	Total Cost
611-8720	Complete Adjustment of ¾ Inch & 1 Inch Water Meter & Box, and All Necessary Fittings	EA	50	\$ _____	\$ _____
670-9727	Replace Water Meter Boxes and Lids	EA	50	\$ _____	\$ _____
670-9731	Replace Water Meter Box Lids	EA	100	\$ _____	\$ _____
670-9732	Relocation of Existing ¾ Inch & 1 Inch Water Services, Meters and Meter Boxes from 1 Foot to 25 Feet (Including Copper Installation)	EA	250	\$ _____	\$ _____
670-9733	Relocation of Existing ¾ Inch & 1 Inch Water Services, Meters and Meter Boxes from 26 Feet to 50 Feet (Including Copper Installation)	EA	200	\$ _____	\$ _____
670-9001	Furnish and Install Grassing Complete	SY	3,000	\$ _____	\$ _____
670-9002	Furnish and Install Block Sod Complete	SY	3,000	\$ _____	\$ _____
Total Annual Fee					\$ _____

Notes:

- All materials, with the exception of concrete, asphalt, grassing, and sod will be supplied by DeKalb County.
- Attention firms responding to multiple Options:** If a firm is awarded multiple Options, the lowest price entered for duplicate items that appear on more than one cost proposal shall be the actual/fixed price for each awarded Option. If a firm is awarded no more than one Option, the price entered on the respective cost proposal will be awarded as entered with the exception of any subsequent negotiations or determinations/corrections of obvious errors.

ATTACHMENT C

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: Water Meter Installation and Cul-de-Sac Renewal Program (Annual Contract with 4 Options to Renew)

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 m on this the ___ day of _____, 20 ____.

NOTARY PUBLIC

My Commission Expires:_____

ATTACHMENT D

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: Water Meter Installation and Cul-de-Sac Renewal Program (Annual Contract with 4 Options to Renew)

Name of Public Employer

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

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

By: _____
Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

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

Notary Public

My Commission Expires: ____

ATTACHMENT E

CONTRACTOR REFERENCE AND RELEASE FORM

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

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

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

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

REFERENCE CHECK RELEASE STATEMENT

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

Signed _____ Title _____
 (Authorized Signature of Responder)

Company Name _____ Date _____

ATTACHMENT F

SUBCONTRACTOR REFERENCE AND RELEASE FORM

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

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

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

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

REFERENCE CHECK RELEASE STATEMENT

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

Signed _____ Title _____
 (Authorized Signature of Responder)

Company Name _____ Date _____

ATTACHMENT G**DEKALB FIRST LSBE INFORMATION
WITH EXHIBITS 1 – 2****SCHEDULE OF LOCAL SMALL BUSINESS ENTERPRISE PARTICIPATION
OPPORTUNITY TRACKING FORM**

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

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

Percentage of LSBE Participation Required
20% of Total Award

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

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

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

Prime Contractor(s) deemed responsible and remains responsive to a Request for Proposal (RFP) and

documented good faith efforts, submits a lower bid price than a Prime Contractor that achieved 20% LSBE participation, or otherwise required benchmark, then the Prime Contractor who actually met the benchmark will be given the opportunity to match the lowest bid price of the Prime Contractor who only made good faith efforts. Prime Contractor(s) who choose **not** to match the lowest bid price, then the Prime Contractor who made the good faith efforts will be deemed the lowest, responsive and responsible bidder.

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

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

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

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

EXHIBIT 1

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

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

PRIME BIDDER/RESPONDER _____

SOLICITATION NUMBER: RFP No. 24-500674

TITLE OF UNIT OF WORK – Water Meter Installation and Cul-de-Sac Renewal Program
(Annual Contract with 4 Options to Renew)

1. My firm, as the prime bidder/Responder on this unit of work, is a certified (check all that apply):
 LSBE-DeKalb LSBE-MSA

2. If you are a Certified LSBE-DeKalb or MSA, please indicate below the percentage of that your firm will carry out directly: _____.

3. If the prime bidder/Responder is a joint venture, please describe below the nature of the joint venture and level of work and percentage of participation to be provided by the LSBE- DeKalb or MSA joint venture firm.

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

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

EXHIBIT 1 (Continued)

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

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

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

Please attach additional pages, if necessary.

EXHIBIT 1 (Continued)**DEKALB COUNTY
CHECKLIST FOR GOOD FAITH EFFORTS**

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

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

EXHIBIT 1 (Continued)

**DEKALB COUNTY
CHECKLIST FOR GOOD FAITH EFFORTS**

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

This list is a guideline and by no means exhaustive. The County will review these efforts, along with attached supporting documents, to assess the bidder/responder’s efforts to meet the County’s LSBE Participation benchmark. If you require assistance in identifying certified, bona fide LSBEs, please contact the Purchasing and Contracting Department - DeKalb First Program, Felton Williams, Procurement Projects Manager at 404-371-6312.

EXHIBIT 1 (Continued)**BIDDER/RESPONDER STATEMENT OF COMPLIANCE**

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

1. Non-Discrimination Policy

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

EXHIBIT 1 (Continued)

- (2) Contractor shall, in all solicitations or advertisements for programs or activities, which are the subject of the contract, state that all qualified applicants will receive consideration for participation without regard to disability.

2. Commitment

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

Firm Name (Please Print):

Firm's Officer:

(Authorized Signature and Title Required)	Date
---	------

Sworn to and Subscribed to before me this ____ day of _____, 2024.

Notary Public

My Commission Expires: _____

EXHIBIT 2

**LETTER OF INTENT TO PERFORM AS A SUBCONTRACTOR
PROVIDING MATERIALS OF SERVICES**

Instructions:

1. Complete the form in its entirety and submit with bid/proposal documents.
2. Attach a copy of the LSBE’s current valid Certification Letter.

To: _____
(Name of Prime Contractor Firm)

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

ITB Number: RFP 24-500674

Project Name: Water Meter Installation and Cul-de-Sac Renewal Program (Annual Contract with 4 Options to Renew)

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

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

Prime Contractor

Sub-contractor

Signature: _____

Signature: _____

Title: _____

Title: _____

Date: _____

Date: _____



DEKALB FIRST LSBE INFORMATION

MENTOR- PROTÉGÉ INITIATIVE

The Mentor Protégé Relationship is required for all projects valued at over \$5,000,000.00. During the term of the contract, the Mentor and Protégé businesses must each provide to the DeKalb First – L S B E P r o g r a m, a quarterly summary of the mentor skills & training provided to the Protégé, which shall include:

1. List the type of collaboration and training to be provided to the protégé to assist in the growth and development of their business. The areas of assistance that are encouraged include, but are not limited to, bonding and insurance support, management and scheduling support.
2. Names and titles of the individuals from the Mentor who are responsible for working directly with the Protégé in the areas identified above.
3. The amount of time, nature and extent of managerial, technical, financial and bonding assistance provided.
4. A summary and explanation of any projects bid on or undertaken by the Mentor-Protégé partnership in the private sector or for a governmental entity other than DeKalb County.
5. Mentor-Protégé teams must submit fully executed written agreements to the DeKalb First – LSBE Program, which clearly delineates the rights and responsibilities of the Mentor and Protégé, comply with any requirements of the DeKalb First LSBE Program as set forth in the eligible project bid documents, and provide that the Mentor-Protégé relationship shall continue for, at a minimum, the duration of the project. Protégé(s) shall agree not to subcontract any of their work to other contractors without the written approval of the Director.
6. Any additional or further information required by the DeKalb First LSBE Program as set forth in bid documents or otherwise.

Place Initials Below

Mentor	Protégé
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

(Please initial each line to acknowledge Mentor-Protégé requirements)

Mentor
Signature: _____

Protégé
Signature: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____



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

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 _____

COMPANY NAME: _____

ADDRESS: _____

(WORKSITE ADDRESS IF DIFFERENT): _____

CONTACT _____

CONTACT _____ CONTACT EMAIL _____

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 _____ TARGET START _____

WEEKLY WORK 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: First Source Direct Hire 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.

ATTACHMENT I

PROPOSAL BOND

KNOW ALL MEN BY THESE PRESENTS, that we, _____
 _____ (hereinafter called the Principal) and _____ (hereinafter called the Surety), a corporation chartered and existing under the laws of the State of _____ with its principal offices in the City of _____, _____ and listed in the Federal Register and licensed to write surety bonds in the State of Georgia, are held and firmly bound unto DeKalb County, Georgia, in the full and just sum of 10% of the Principal’s Proposal 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 proposal for **RFP 24-500674 Water Meter Installation and Cul-de-Sac Renewal Program (Annual Contract with 4 Options to Renew)**.

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

NOW, THEREFORE, the conditions of this obligation are such that if the proposal be accepted within one hundred fifty (150) days of the proposal opening, the Principal shall execute a Contract in accordance with the Proposal 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:

[Attach Original Power of Attorney]

ATTACHMENT J**COUNTY'S SAMPLE CONTRACT****CONTRACT FOR CONSTRUCTION
DEKALB COUNTY, GEORGIA**

THIS CONTRACT, made as of this __day of __, 20__¹, (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 Water Meter Upgrade and Installation Program in DeKalb County, Georgia.

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 A, and as described in the Scope of Services and Drawings included in the County’s Request for Proposals (RFP) No. 24-500674 attached hereto as Appendix I for the Option(s) designated in Article I, Section A, paragraph 1, and the Contractor’s response thereto, attached hereto as Appendix II. The Contractor agrees to complete the Work for the Option(s) designated in Article I, Section A, paragraph 1 in a good, firm, substantial and workmanlike manner in strict conformity with this Contract.

(1) The Work relates to the following Project:

Water Meter Installation and Cul-de-Sac Renewal Program (Annual Contract with 4 Options to Renew)

B. Unless otherwise stipulated, the Contractor shall furnish all of the Work for the Option(s) designated in Article I, Section A, paragraph 1 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 for the Option(s) designated in Article I, Section A, paragraph 1 and every part thereof.

¹ The Execution Date is the date the Contract is sent from Purchasing and Contracting to the CEO for execution. Ensure that all other parties have signed the Contract.

II. TERM AND LIQUIDATED DAMAGES

- A. **Contract Term.** The Contractor shall commence the Work under this Contract within ten (10) days from the acknowledgement of receipt of the Notice to Proceed ("Commencement Date"). The Initial Term of this Agreement shall be for twelve (12) calendar months, beginning on the Commencement Date. This annual contract comes with four (4) options to renew. Prior to the expiration of the Initial Term, the parties have the option to renew this agreement for a First annual Renewal Term of twelve (12) calendar months. Prior to the expiration of the First annual Renewal Term, the parties have the option to renew this Agreement for a Second annual Renewal Term of twelve (12) calendar months. Prior to the expiration of the Second annual Renewal Term, the parties have the option to renew this Agreement for a Third annual Renewal Term of twelve (12) calendar months. Prior to the expiration of the Third annual Renewal Term, the parties have the option to renew this Agreement for a Fourth annual Renewal Term of twelve (12) calendar months. Without further action by either party, this Agreement will terminate at the end of the Initial Term or at the end of each annual Renewal Term. Each option to renew must be exercised prior to the beginning of each annual Renewal Term and, is only effective upon adoption and approval by the DeKalb County Governing Authority and the Contractor in accordance with the term of this Contract.
- B. **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 **One Hundred and Fifty Dollars (\$ 150.00)** 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. Amounts paid to the Contractor shall comply with and not exceed Attachment B, Contractor's Cost Proposal, consisting of _____ page(s) attached hereto and incorporated herein by reference. Payment is to be made no later than thirty (30) days after submittal of undisputed invoice.

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 five percent (5%) 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 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.

- (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(s) must be submitted to:

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

With a copy to:

DeKalb County, Georgia
 Attention: "USER DEPARTMENT"

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

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
Malooof Administration Building
1300 Commerce Drive, 6th Floor
Decatur, Georgia 30030

and

Executive Assistant
Malooof Administration Building
1300 Commerce Drive, 6th Floor
Decatur, Georgia 30030

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

With a copy to: Department of Watershed Management
1641 Roadhaven Drive
Tucker, Georgia 30083

If to the Contractor:

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

V. 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 C.
- 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 D.
- 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 E.

VI. CORPORATE AUTHORITY

Contractor agrees to execute the Certificate of Corporate Authority, attached hereto as Attachment F. 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.

VII. 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 G and a Payment Bond, attached hereto as Attachment H, 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 I. 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.
- K. Owner Controlled Insurance Program (OCIP) Coverage (*if applicable*): In connection with the Work, and for the Contractor and those subcontractors deemed eligible by the County for participation, the County will implement an Owner Controlled Insurance Program ("OCIP"), providing certain insurance coverages as detailed herein. The insurance coverages provided by the OCIP apply only to the Work performed on the Project site. The Contractor and its subcontractors shall provide their own insurance for all off-site activities. The Builder's Risk/All Risk Property Insurance component of the OCIP will expressly exclude coverage on Contractor's and subcontractors' machinery, tools, and equipment not destined to become a part of the Project Work. The OCIP Manual is attached hereto as Attachment J.

VIII. 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, 2nd Floor
Decatur, Georgia 30030

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

IX. CONTRACT DOCUMENTS

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

Attachment A, General Requirements, GR-1 through GR-46.

Attachment B, Contractor's Cost Proposal

Attachment C, Contractor's Affidavit.

Attachment D, Subcontractor's Affidavit(s).

Attachment E, Sub-subcontractor's Affidavit(s).

Attachment F, Certificate of Corporate Authority/Articles of Organization/Joint Venture Certificates

Attachment G, Performance Bond and Accompanying Power of Attorney

Attachment H, Payment Bond and Accompanying Power of Attorney

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

Attachment J, General Liability OCIP Manual

Attachment K, Other Required Documents

Appendix I, The County's Request for Proposals (RFP) No. 24-500674

Appendix II, Excerpts from the Contractor's Response to the County's Request for Proposals (RFP) No. 24-500674

- B. In addition to the foregoing, the Proposal 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.

[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

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

Name (Typed or Printed)

Title

Date

Federal Tax I.D. Number

ATTEST:

ATTEST:

Signature

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

Name (Typed or Printed)

Title

APPROVED AS TO SUBSTANCE:

APPROVED AS TO FORM:

Department Director

County Attorney Signature

County Attorney Name (Typed or Printed)

ATTACHMENT A

GENERAL REQUIREMENTS

INDEX TO GENERAL REQUIREMENTS

<u>Section</u>	<u>Title</u>
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 Request for Proposals by additions, deletions, clarifications, or corrections.

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

“Proposal Document Package” shall consist of documents entitled as follows: Acknowledgement of Contractor, Advertisement for Proposals, Proposal, Addenda, Business License, Utility Systems Contractor’s License and any other professional licenses applicable to the project, Responder’s Cost Proposal, First Source Jobs Ordinance Information with Exhibits, LSBE Program Information Sheet with LSBE Exhibits, Certificate of Corporate Authority 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, Proposal Bond and Power of Attorney, Scope of Services, Technical Specifications, and Drawings.

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

“Bonds” shall mean proposal, 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 Proposal 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 Proposal 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 Proposal from the County to the successful Responder.

“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 it 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 Proposal 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 shall apply to the Contract throughout, and they will be deemed to be included in the Contract the same as though herein written out in full. The Contractor shall keep itself and its employees and Subcontractors fully informed of all laws, ordinances, and regulations in any manner affecting those engaged or employed in the Work or the materials used in the Work or in any way affecting the conduct of the Work and of all orders and decrees of bodies or tribunals having any jurisdiction or authority over same. If Contractor discovers any discrepancy or inconsistency in

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

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

GR-17. PERMITS AND INSPECTION FEES

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

GR-18. LAND AND RIGHTS-OF-WAY

Prior to entering on any land or right-of-way, the Contractor shall ascertain the requirements of applicable permits or easements obtained by the County, and shall conduct his work in accordance with requirements thereof, including the giving of notice. The Contractor shall be fully responsible for performing work to the requirements of any permit or easement granting entity, even though such requirements may exceed or be more stringent than that otherwise required by the Contract, and shall compensate the County fully for any loss or

expense arising from failure of the Contractor to perform as required by such entity. The Contractor shall provide, at its own expense without liability to the County, any additional land and access thereto that the Contractor may desire for temporary construction facilities, or for storage of materials.

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

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

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

GR-20. PROHIBITED INTERESTS

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

GR-21. FIRST SOURCE JOBS ORDINANCE

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

GR-22. FOREIGN CORPORATIONS

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

GR-23. SPECIFICATIONS AND DRAWINGS

- A. The Specifications, the Drawings and the Contract shall be supplementary to each other, and any material, workmanship, and/or service which may be in one, but not called for in the others, shall be as binding as if indicated, called for, or implied by all.
- B. Each section or type of work is described separately in the Technical Specifications; however, should any item of material, equipment, work, or

combinations of such be required in one section, and not be described in that section and a similar item described in another section, that description shall apply regardless of the section under which it is described.

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

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

GR-24. CONTRACTOR’S SUBMITTALS

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

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

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

GR-25. AS-BUILT DRAWINGS (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 of specified products to perform properly or to fit in designated space;
 - (4) Manufacturer/fabricator refuses to certify or guarantee performance of specified product as required; and
 - (5) When in judgment of the County, that a substitution would be substantially to the County's best interests, in terms of costs, time, or other considerations.
- C. Whether or not any proposed substitution is accepted by the County, the Contractor must reimburse the County for any fees charged by the Architect or other consultants for evaluating each proposed substitute. By making requests for substitutions based on the above, the Contractor:
- (1) Represents and warrants that the Contractor has personally investigated the proposed substitute product or Subcontractor and determined that it is equal or superior in all respects to the product or Subcontractor previously specified;
 - (2) Represents and warrants that the Contractor will provide the same warranty for the substituted product or for the workmanship of the substituted Subcontractor, as applicable, that the Contractor would have

provided for the product or Subcontractor previously specified;

- (3) Certifies that the cost data presented, in the form of certified quotations from Suppliers of both specified and proposed equipment is complete and includes all related costs under this Contract, but excludes costs under separate contracts, and waives all claims for additional costs related to the substitution which subsequently become apparent; and
 - (4) Agrees that the Contractor will coordinate the installation of the accepted substitution, making such changes as may be required for the Work to be complete and in accordance with the Contract in all respects.
- D. Contractor shall not propose an item for substitution unless it is equal to or superior to the specified item or items in construction, efficiency, and utility. The opinion of the County as to the equality or superiority of the item shall be final, and no substitute material or article shall be purchased or installed without the County's written approval.
 - E. In case of a difference in price, the County shall receive all benefits of the difference in cost involved in any substitution, when lower, and the Contract altered by Change Order to credit the County with any savings to be obtained. However, the County shall not be charged for any additional cost in the case of a price increase.

GR-30. 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 and Specifications at no additional cost to the County. If rejected Work is not removed within forty-eight hours from the date of letter of notification, the County shall have the right and authority to stop the Work immediately and/or to arrange for the removal of said rejected Work at the cost and expense of the Contractor.
- B. Inspection of the Work shall not relieve the Contractor of any of its obligations, and defective Work shall be made good regardless of whether it has been previously inspected by the County and accepted or estimated for payment. The failure of the County to reject or condemn improper materials or workmanship shall not be considered as a waiver of any defect that may be discovered later.

GR-31. MATERIALS, SERVICES, AND FACILITIES

- A. The Contractor shall at all times employ sufficient labor and equipment for executing the Work to full completion in the manner and time specified. Failure

of the Contractor to provide adequate labor and equipment shall constitute a default of the Contract. The labor and equipment to be used in the Work by the Contractor shall be sufficient to meet the requirements of the Work and shall be such as to produce a satisfactory quality of work in accordance with accepted industry practices and within the Contract Time.

- B. Materials and equipment shall be so stored and handled as to insure the preservation of their quality and fitness for the Work. Stored materials and equipment to be incorporated in the Work shall be located so as to facilitate prompt inspection. No product which has in any way become unfit for the intended purpose shall be incorporated into the Work.
- C. Manufactured articles, materials, and equipment shall be applied, installed, connected, erected, cleaned, and conditioned as directed by the manufacturer. Contractor shall promptly notify the County of any conflict between the instructions of any manufacturer and the requirements of the Drawings or the Specifications.
- D. Materials, supplies, and equipment to be incorporated into the Work shall be new and unused unless otherwise specifically stated in the Contract. The source of supply for all such products shall be submitted to the County, together with detailed descriptions thereof in the form of samples, shop drawings, tests, or other means necessary to adequately describe the items proposed. Approval by the County of a manufacturer or supplier shall not constitute the approval of materials, supplies, or equipment obtained from such manufacturer or supplier if they do not comply with the requirements of the Contract. If, after trial or installation, it is found that sources of supply, even though previously approved by the County, have not furnished products meeting the intent of the Contract, the Contractor shall thereafter furnish products from other approved sources, and shall remove completed Work incorporating products which do not meet Contract requirements.
- E. The Contractor shall confine operations to areas permitted by law, ordinances, permits and the Contract, and shall not unreasonably encumber the site with materials or equipment. The Contractor shall provide parking for all construction vehicles only within the construction limits as indicated on the drawings or make appropriate arrangements as permitted by law.
- F. Only materials and equipment which are to be used directly in the Work may be brought to and stored on the Project site by the Contractor. After equipment is no longer required for the Work, it must be promptly removed from the Project site. Protection of construction materials and equipment stored at the Project site from weather, theft, damage, and all other adversity is the sole responsibility of the Contractor.
- G. The Contractor and any entity for which the Contractor is responsible must not

erect any sign on the Project site without the prior written consent of the County, which may be withheld in the sole discretion of the County.

- H. Contractor must ensure that the Work, at all times, is performed in a manner that affords reasonable access, both vehicular and pedestrian, and for emergency response to the site of the Work and all adjacent areas. The Work must be performed, to the fullest extent reasonably possible, in such a manner that public areas adjacent to the site of the Work are free from debris, building materials and equipment likely to cause hazardous conditions. Without limitation of any other provision of the Contract, Contractor must use its best efforts to minimize any interference with the occupancy or beneficial use of any areas and buildings adjacent to the site of the Work, or the Project.
- I. Without prior approval of the County, the Contractor shall not permit any worker to use any existing facilities at the Project site, including, without limitation, lavatories, toilets, entrances, and parking areas other than those designated by the County for such use. Without limitation of any other provision of the Contract, the Contractor shall use its best efforts to comply with all rules and regulations promulgated by the County in connection with the use and occupancy of the Project site, as amended from time to time. The Contractor shall immediately notify the County in writing if during the performance of the Work, the Contractor finds compliance with any portion of such rules and regulations to be impracticable, setting forth the problems that may be caused by such compliance and suggesting alternatives through which the results intended by such portions of the rules and regulations can be achieved. The County may, in the County's sole discretion, adopt such suggestions, develop new alternatives or require compliance with the existing requirements of the rules and regulations. The Contractor shall also comply with all insurance requirements applicable to the use and occupancy of the Project site.
- J. Unless otherwise provided in the Contract, Contractor shall provide and maintain a suitable office on the site for its own use and for the use of representatives of the County. Contractor shall furnish sufficient heat, artificial light, ventilation and janitor's service, and shall also provide a table or desk, plan rack and chairs, all for the use of those visiting the job, in addition to such furnishings as he provides for his own use. Temporary offices and other structures shall be located where approved by the County, and shall be removed from the premises upon completion of the Contract or earlier if so directed by the County.
- K. Contractor may be required by the County, at the beginning of Work, to provide, at the Project site, suitable and adequate temporary toilets and enclosure for use of workers on the job, shall maintain same in sanitary condition, and shall remove same at the completion of construction operations and/or when directed by the County. Contractor shall not allow any sanitary nuisances to be committed in or about the site and shall enforce sanitary regulations of local and state health authorities.

- L. The Contractor shall cooperate with the County in any required use of the property and arrange for storage of materials on the Project site in such areas as are mutually agreed upon. The Contractor shall allot suitable and proper space to its Subcontractors for the storing of their materials and for the erection of their sheds and tool houses. Should it be necessary at any time to move materials, sheds, or storage platforms, the Contractor shall, at its own expense move same as and when directed by the County.
- M. Unless otherwise instructed by the County, the Contractor shall repair and return to original condition all buildings, streets, curbs, sidewalks, utilities or other facilities affected by the Contractor's performance of the Work. The County's decisions in matters relating to aesthetic effect shall be final if consistent with the intent of the Contract.

GR-32. UTILITIES DURING CONSTRUCTION

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

GR-33. TEMPORARY HEAT AND AIR CONDITIONING

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

GR-34. MAINTENANCE MANUAL

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

GR-35. WEATHER CONDITIONS

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

GR-36. LINES, GRADES, AND MEASUREMENTS

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

GR-37. CLEANING UP

- A. The Contractor shall at all times, keep the premises free from accumulation of waste materials or rubbish caused by Contractor's employees or work. Upon completion of the Work, the Contractor shall remove all his plants, tools, materials, and other articles from the property of the County.
- B. If the Contractor fails to clean up, as provided in the Contract, the County may do so, and the cost thereof shall be charged to the Contractor. Contractor shall ensure that neither it, its Subcontractors, nor their employees or agents bring any hazardous materials or other materials/waste regulated by state, federal or local law, which are not commonly used in the construction process or which are not listed in any Specifications for the Project onto the Project site without first obtaining the County's advance written approval. Contractor agrees to ensure that

any hazardous materials/waste or other materials/waste regulated by state, federal or local law that Contractor, its Subcontractors or their employees or agents, bring onto or generate at the Project Site are handled in accordance with all applicable laws.

- C. The Contractor shall pay all required material disposal fees and shall dispose of all materials in accordance with all applicable laws and regulations. The Contractor shall be responsible for all costs associated with improper disposal of materials, including any clean-up costs, fines or penalties, whether levied against the Contractor or the County.
- D. In addition to removing rubbish on a periodic basis and leaving the building broom clean, the Contractor shall clean all tile and glass; replace broken glass; remove stains, paint spots, and dirt from all Work; clean and polish all plumbing fixtures and equipment; and remove all temporary protection items. To the maximum extent reasonably possible, the Contractor shall keep the interior of the building free of combustible materials as the Work progresses.
- E. The Contractor shall maintain and keep clean at all times the immediate approach to the Project site, including the roads abutting the Project site.

GR-38. BARRICADES

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

GR-39. NO THIRD-PARTY BENEFICIARY

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

GR-40. SEVERABILITY

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

extent permitted by law.

GR-41. INTERPRETATION

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

GR-42. PRIOR CONTRACTS; CONFLICT IN DOCUMENTS

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

GR-43. ENTIRE AGREEMENT

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

GR-44. COUNTERPARTS

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

GR-45. VENUE

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

GR-46. RIGHT TO AUDIT

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

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

ATTACHMENT B
CONTRACTOR'S COST PROPOSAL

ATTACHMENT C

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

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

Federal Work Authorization User Identification Number

Date of Authorization

Name of Contractor

Name of Project
DeKalb County Georgia Government
Name of Public Employer

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

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

By: _____
Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

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

NOTARY PUBLIC
My Commission Expires:

ATTACHMENT D

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

Name of Public Employer

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

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

By: _____
Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

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

NOTARY PUBLIC
My Commission Expires:

ATTACHMENT E

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 F

CERTIFICATE OF CORPORATE AUTHORITY

I, _____, certify the following:

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

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

_____;

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

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

This the _____ day of _____, 20____.

(CORPORATE
SEAL)

(Secretary)

ATTACHMENT F

ARTICLES OF ORGANIZATION

(Insert)

ATTACHMENT F

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

I, _____, ⁽¹⁾ certify that

1. I am the _____ ⁽²⁾ of _____, ⁽³⁾ (hereinafter “Venturer”);
2. Venturer is a partner and participant in the joint venture 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.

ATTACHMENT G
PERFORMANCE BOND
AND
ACCOMPANYING POWER OF ATTORNEY

ATTACHMENT H
PAYMENT BOND
AND
ACCOMPANYING POWER OF ATTORNEY

ATTACHMENT I
COPIES OF REQUIRED INSURANCE POLICIES
WITH
DECLARATION PAGE(S)

ATTACHMENT J

GENERAL LIABILITY OCIP MANUAL

ATTACHMENT K
OTHER REQUIRED DOCUMENTS

The County's Request for
Proposals (RFP) No. 24-500674

APPENDIX I

“Excerpts from the Contractor’s
Response to the County’s Request for
Proposals (RFP) No. 24-500674”

APPENDIX II

END OF ATTACHMENT J
SAMPLE COUNTY CONTRACT

ATTACHMENT K

Exceptions to Standard County Contract

ATTACHMENT L**PROPOSAL COVER SHEET**

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

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

Company Name		Federal Tax ID#	
Complete Primary Address	County	City	Zip Code
Mailing Address (if different)	City	State	Zip Code
Are you a DeKalb County Firm? Yes <input type="checkbox"/> No <input type="checkbox"/>			
Contact Person Name and Title		Telephone Number (include area code)	
Email Address		Fax Number (include area code)	
Company Website Address		Type of Organization (check one) <input type="checkbox"/> Corporation <input type="checkbox"/> Joint Venture <input type="checkbox"/> Proprietorship <input type="checkbox"/> Government	
<p>Proposals for RFP No. 24-500674 described herein will be received in the Purchasing and Contracting Department, The Maloof Administration Building, 1300 Commerce Drive, 2nd Floor, Decatur, Georgia 30030 on <u>September 12, 2024 until 3:00 p.m. (EST)</u>.</p> <p>CAUTION: The Decatur Postmaster will not deliver certified or Special Delivery Mail to specific addresses within DeKalb County Government. When sending bids or time sensitive documents, you may want to consider a courier that will deliver to specific addresses.</p>			
<p>Proposal Cover Sheet should be signed by a representative of Responder with the authority to bind Responder to all terms, conditions, services, and financial responsibilities in the submitted Proposal.</p>			
Authorized Representative Signature(s)		Title(s)	
Type or Print Name(s)		Date	