1. **PURPOSE**

   The DeKalb County School District (DCSD) is seeking bids from qualified vendors to provide Asphalt Paving, Striping & Overlay Services on an as needed basis for Facilities/Maintenance Department and CIP SPLOST Program. This shall include, but not be limited to, those listed in the scope of work and specifications. The specification and scope of work listed and described in the body of this Invitation to Bid (ITB) establishes the minimum requirements for the Paving Contractor. It is the intent of the District to award this contract to multiple vendors.

2. **GENERAL OVERVIEW/SCOPE OF WORK**

   A. **Asphalt Paving**- Contractor shall thoroughly clean and remove grass from the pavement prior to resurfacing, but shall be required to repair broken or loose pavement. Contractor shall then apply the prime coat and asphaltic surface.

   B. **Tack Coat & Prime Coat**- Materials and method of application shall conform to the requirements as specified in the Georgia Department of Transportation (GDOT) specifications, latest edition. Rate of application shall be 0.10 gallons per square yard. Cost for this item shall be included in the price of the asphaltic surface course. During the distribution of the tack coat and resurfacing operations, precaution shall be taken to prevent the dragging and spreading of asphaltic material on surrounding streets, sidewalks, driveways, and curbing. All new base materials shall have a prime coat per GDOT specifications.

   C. **Asphaltic Concrete Surface Course**- Type S-3, No. 3 hot-mix asphalt shall be in accordance with GDOT standards and specifications. Minimum allowable thickness shall not be less than one (1) inch.

   D. **Rolling/Compacting**- Rolling of asphalt materials shall be accomplished with at least a 5-ton roller with a minimum of 5 passes, or until material is satisfactorily compacted and finished smooth. Finished material strength shall have a minimum compression strength of 1500 PSI.

   E. **Pitch & Drainage**- Extra preparation for pitch and drainage shall be 6’ in width and swale/earthwork as needed, per project in compliance with GDOT specifications. (i.e. road & bridge sod/earthwork).

   F. **Line Striping; Line Striping Paint**- Paint shall be GDOT and VOC approved, Set Fast Quick Dry Latex Traffic Paint that complies with current Federal Specifications and Requirements: TT-P-1952b (non-lead) latex type, or equivalent. Paint shall not cause asphaltic concrete surface to crack or bleed. Colors to be used are white, yellow, and blue. Standard parking space size shall be 9’ x 18’, unless otherwise directed or reserved for handicapped space. All handicapped parking areas shall comply with ADA and be 9’ x 18’ minimum with an additional, adjacent access aisle of 5’ x 18’ minimum.

   G. **Other Striping/Painting**- The contractor shall use a paint or striping material to also include the following:

      - Phrase lettering at a height no less than 2’.
      - Directional arrows at a size of no less than 3’ from arrow base to point.
• ADA approved handicap symbols at a size no less than 3', the preferred is 6', from bottom to top of symbol.

• All curbs shall be painted the same color unless directed otherwise by DCSD.

• All car stops shall be painted the same color unless directed otherwise by DCSD.

• Numbers and letter shall be painted in black, unless directed otherwise by DCSD, and shall be a minimum of 3' in height.

H. Pavement Seal Coating- The contractor shall provide all material, equipment, labor and transportation necessary for the seal coating of the existing bituminous paving surfaces including sealing of all cracks and crevices as required and specified herein, as on needed basis. This work will consist of: 1. Seal Coating the existing bituminous pavement with two (2) coats, 2. Sealing all pavement cracks 1/4" wide and wider, 3. Testing all work as required.

I. Running Tracks Surfaces- The following establishes minimum requirements for running tracks surfaces. For other field events, the contractor shall refer to DGM 02881-Outdoor Athletic Courts & Fields.

• High schools are to receive a standard 400 hundred meter, Double Bend Track with eight (8) lanes, with all event markings in accordance with USTC & TBA standards.

• Middle Schools are to receive a standard 400 meter, Double Bend Track with six (6) lanes. The two (2) interior lanes are to be removed, with all event markings in accordance with USTC & TBA standards.

• It is the preference of DCSD that the double bend track is provided in every case. However, in extreme cases where space may not allow the double bend track, the International Standard Track will be acceptable upon approval of DCSD.

• Hot mix asphalt pavement should be placed with a self-propelled asphalt paver. The screed width should be adjustable to no less than eight feet (8'). Only hydraulic screed and auger extensions to achieve widths greater than that of the main screed are acceptable.

• Compaction equipment should consist of steel drum asphalt rollers of sufficient size and width to properly compact the hot mix asphalt to the required compaction, while providing a smooth surface free from marks, bumps, creases and indentations at seams.

• Contractor shall furnish and maintain at the site, in good working condition, one 10' straightedge for each paver.

• Hot-mix asphalt courses should only be place on specified base, free from contamination and no free water on the surface.

• Temperature ranges for mixtures to be dumped into paver should be in compliance with GDOT specifications and should never be cooler than 225 degrees F.
• Paving operations shall provide a mat that is smooth, dense, and of the proper thickness, slope and planarity as per GDOT specifications.

J. **Miscellaneous**- When a project requires asphalt to be replaced, the area must be milled to a depth to prepare for soil cement base & asphalt if rock base is not in place.

  • Install & Compact at least 2” of asphalt binder.

  • Install & Compact at least 1” of finishing asphalt (Type F).

K. **Safety Standards**- All current OSHA safety standards shall be enforced with the inclusion of the following rules:

  • Contractor shall ensure that employees are equipped with proper safety items such as glasses, gloves, etc.

  • All heavy vehicles (trucks, etc.) shall have backup alarms that meet OSHA standards.

  • All OSHA and Federal required safety equipment should be installed and functioning on all equipment.

  • All incidents on campus involving district property or personnel shall be reported to the designated school contact immediately upon occurrence.

  • All debris (papers, trash, etc.) shall be removed by the Contractor.

  • The Contractor shall place and maintain a temporary protective 4’ orange fence barrier around the entire work area. When heavy equipment is used or excavation is performed then two barriers spaced 10’ are required.

L. **Material Testing**- Testing shall be performed by a qualified independent testing laboratory selected by DCSD. Testing shall be performed on all seal mix to be applied by the Contractor included under Pavement Seal Work. All expenses for this testing shall be borne by the Contractor. Testing reports shall be submitted from each job to the owner as directed. Testing of seal mix shall not normally be required for each job but is specified herein as a reserved right and option of DCSD.

M. **Material Certificate**- Contractor shall provide Material Certificates within forty-eight (48) business hours of request signed by the material producer and the subcontractor, certifying that each material item complies with or exceeds the specified requirements, and meets the requirement of Federal Specification R0P-355. However, the water content shall not exceed fifty (50) percent. The certificate shall be delivered to DCSD prior to the beginning of work. The manufacturer’s certification shall be interpreted as a basis for final acceptance. Any certifications received shall be subject to verification by testing samples received for the project.

N. **Quality Assurance**- Contractor shall be knowledgeable with regard to rules of track and field as they relate to facilities, variations between the governing bodies, orientation, site layout, drainage, soil issues, and surface requirements.

  • Calculations for track dimensions shall be made by a certified track-computing statistician.
• Running Track calculations shall be in meters.
• Calculations shall be guaranteed accurate.
• Hot-mix asphalt shall meet the GDOT requirements for Type S-3 asphalt.
• Contractor shall provide written verification that all High School & Middle School running tracks are certified.
• Contractor shall provide written verification that all High School & Middle School running tracks are calibrated correctly.
APPENDIX E

STANDARD FORM OF CONTRACT
FOR SERVICES
(NON-STATE CAPITAL OUTLAY PROJECTS)
BETWEEN THE
DEKALB COUNTY SCHOOL DISTRICT
AND THE SERVICE CONTRACTOR

Service Contractor: ________________________________
Project Name: ________________________________
Address: ________________________________

ITB No.: 17-752-015
Description: Asphalt Paving, Striping & Overlay Services

Cost Code: ________________________________
CONTRACT FOR SERVICES

The contract for services, which includes this agreement and the below referenced documents attached as Exhibits (the "Contract") is made and entered into by and between the DeKalb County School District (the "Owner") and Service Contractor (the "Service Contractor"). The term of this Contract begins on the date executed by the last party to execute below (effective date).

The performance period for the Agreement is one (1) year from the effective date. In addition to the base period of one (1) year, there are four (4) one-year optional renewal terms (each a "Renewal Term") to be exercised at the sole discretion and approval of the DeKalb County School District. Additionally, as required by O.C.G.A. § 20-2-506, this Contract shall terminate absolutely and without further obligation on the part of DeKalb County School District at the close of the calendar year in which it was executed and at the close of each succeeding calendar year for which it may be renewed, but shall be automatically renewed for each subsequent calendar year during the term unless DeKalb County School District terminates the agreement by providing Service Contractor with thirty (30) days advance notice of termination prior to the end of the calendar year, subject to the other termination methods available to the owner herein.

The Contract Documents consist of:

a. This agreement (Contract for Services);
b. Invitation to Bid (ITB) No. 17-752-015 (Exhibit A);
c. The Service Contractor's Proposal to the above-numbered ITB, including pricing, and any applicable Scope of Services and any applicable Payment and Payment Terms Schedule attached except that objections or amendments by a Service Contractor that have not been explicitly accepted by DeKalb County School District in writing in this agreement shall not be included in the Contract Documents or this agreement and shall be given no weight or consideration; (Exhibit B);
d. Board Directive Signed by the Superintendent and dated _____________ (Exhibit C); and
e. Notice of Award dated ____________ (Exhibit D).
f. Immigration and Security Certification Contractor Affidavit (Exhibit E).
g. Immigration and Security Certification Subcontractor Affidavit (Exhibit F).

This agreement together with the aforementioned documents collectively forms the Contract. All prior and contemporaneous negotiations and agreements between the parties on the matters contained in this Agreement are expressly merged into and superseded by this Agreement. DeKalb County School District shall not be bound by any additional terms and conditions, including but not limited to, terms and conditions related to any provided service or good, limitations of the Service Contractor's liability or any other third party's liability, limitation of warranties, packaging, invoices, service catalog, brochure, technical data sheet, electronic disclosures, electronic agreements, or other document which attempts to impose any conditions at variance with or in addition to the terms and conditions of this Contract.

Any inconsistency or conflict among the specific provisions of this agreement and the other Contract Documents shall be resolved as follows:

a. First, by giving preference to the specific provisions of this agreement;
b. Second, by giving preference to the specific provisions of the ITB attached hereto as Exhibit A;

c. Third, by giving preference to the specific provisions of Service Contractor’s Proposal, including pricing and any applicable Scope of Services and any applicable Payment and Payment Terms Schedule attached hereto as Exhibit B, except that objections or amendments by a Service Contractor that have not been explicitly accepted by DeKalb County School District in writing in this shall not be included in the Contract Documents or this agreement and shall be given no weight or consideration.

NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements stated herein, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Owner and the Service Contractor agree:

ARTICLE 1

PARTIES TO THE CONTRACT

The Owner’s address and its contact person are:

DeKalb County Board of Education  
Sam A. Moss Service Center  
1780 Montreal Road  
Tucker, GA  30084  

Attention: Joshua L. Williams, Chief Operations Officer  
Phone:  678-676-1376  
Fax:  678-676-1475

The Service Contractor’s address and its contact person are:

________________________________________________________________________  
________________________________________________________________________  
________________________________________________________________________  

Attention: ___________________________________________________________

ARTICLE 2

PROGRAM AND SCOPE OF SERVICES

2.1 The Service Contractor shall provide Services, as hereinafter particularly described below, on the Program: ________________________________

________________________________________________________________________  
________________________________________________________________________  
________________________________________________________________________

DeKalb Standard Form of Contract for Services Non-Sate Capital Outlay Projects (Revised 3.2015)
2.2 The Service Contractor represents to Owner that individuals that the Service Contractor shall utilize to fulfill and complete this Contract possess expertise in the following disciplines and possess the following accreditations or other credentials, if any:

____________________________________________________________________________

2.3 The Service Contractor shall provide the Owner the following Services with respect to the Program:

____________________________________________________________________________

2.4 As part of its Services, the Service Contractor shall produce for and/or deliver to the Owner the following tangible products, goods or deliverables (ex.: reports, plans, financial estimates, parts, equipment, etc.):

____________________________________________________________________________

____________________________________________________________________________

ARTICLE 3

SCHEDULE

3.1 Service Start Date: __________________________
Incremental Service Date(s): __________________________
Final Service Date or Completion Date: __________________________

ARTICLE 4

COMPENSATION

4.1 Compensation under this Contract shall be pursuant to the terms specified in Exhibit “A.”

ARTICLE 5

WORKING RELATIONSHIP

5.1 The Service Contractor will function in cooperation with the Owner’s designated representative, which is set forth in Article 1 of this Contract. The Service Contractor will consult with the Owner’s representative before finalizing recommendations or taking action at Program milestones or other key decision points. The Service Contractor shall fully cooperate with the Owner and, if applicable, the Owner’s representative or designee. Such cooperation shall include, without limitation, providing any requested information to the Owner’s representative and advising, meeting with, consulting with, and coordinating with the Owner’s representative.

5.2 The Owner shall have the right, at its sole discretion, to demand and require the Service Contractor to remove any employee or subcontractor working for the Service Contractor on the Program and to replace the employee or subcontractor without cost or liability to the Owner.

5.3 For purposes of safety and otherwise, the Service Contractor, at all times, shall ensure its ability to thoroughly and clearly communicate, in any and all necessary languages, with
the Owner representative and with the Service Contractor's employees, agents, representatives, and subcontractors. The Service Contractor agrees to employ one or more supervisory-level personnel capable of thoroughly and clearly communicating, in any and all necessary languages, with the Owner's representative and with the Service Contractor's employees, agents, representatives, and subcontractors, and that such supervisory-level and language-capable personnel shall be stationed at and assigned to the location(s) or site(s) where, and at all times when, any and all work or services under this Contract shall be performed.

5.4 The Service Contractor shall ensure that any and all electronic devices, computers, software, hardware, equipment and other similar and related items that are utilized by the Service Contractor, or any entity or person under the Service Contractor's supervision or control, do not harm, or allow harm, to the Owner's computers, systems, networks, and technology. The Service Contractor shall take any and all measures possible to protect the Owner's computers, systems, networks, and technology from viruses and other malicious codes.

ARTICLE 6

INVOICING

6.1 All invoices shall be as set forth in Exhibit “A.”

ARTICLE 7

CANCELLATION OR TERMINATION BY OWNER

7.1 The Owner reserves the right to cancel or terminate this Contract with notice in writing to the Service Contractor. In the event of cancellation or termination, the Owner shall pay to the Service Contractor all compensation earned for actual services rendered.

7.2 Within three (3) business days of such cancellation or termination, the Service Contractor shall (i) comply with the requirements of Paragraph 6.3, above and (ii) produce, submit and deliver to the Owner all documents, material, data and information gathered or developed for the Program, including all of the items identified in Paragraphs 10.1, 10.2, and 10.3, below. Under no circumstances shall the Service Contractor assert any lien or other claim over or relating to any such documents, material, data and information.

7.3 The Owner may, without cause, order the Service Contractor in writing to suspend, delay or interrupt the work or services covered by this Contract, in whole or in part, for such period of time as the Owner may determine.

ARTICLE 8

INDEPENDENT CONTRACTOR

8.1 The Service Contractor and its employees shall perform as an independent contractor and not an employee or representative of the Owner. The Service Contractor retains sole and exclusive liability for all contributions, taxes or payments required to be made on account of the Service Contractor's employees under federal or state income tax laws, unemployment and workers' compensation acts, social security acts, and all other legislation requiring employer contributions or withholdings.
8.2 The Service Contractor shall maintain strict discipline among all personnel employed at any Program site, and no person under the influence of drugs or alcohol shall be allowed on the property of the Owner, nor shall any person employed on any Program site have in his or her possession any drugs, alcohol or firearms. Unprofessional conduct, including but not limited to horseplay, wrestling, and fighting, shall not be permitted or allowed. No employee, subcontractor or representative of the Service Contractor shall use any tobacco product while at any Program site, on any property owned by Owner or at any function or event sponsored by or held on behalf of Owner.

ARTICLE 9
RESPONSIBILITY FOR SERVICES

9.1 In the performance of this Contract, the Service Contractor warrants that it shall consistently render its best efforts and shall exercise that degree of skill and care which others would exercise in like circumstances and that its Services will be performed without errors or omissions.

9.2 If Services performed by the Service Contractor fail to meet the standards set forth in Paragraph 9.1, the Owner may elect to have the Service Contractor re-perform, or cause to be re-performed, at no cost to the Owner any of the Services which fail to meet said standards where: (i) such failure appears during the performance of the Service Contractor's Services or within one year from the date of completion of the Service Contractor's Services, and (ii) the Owner notifies Service Contractor of any such failure within sixty (60) days of the time that the failure becomes apparent. This Paragraph 9.2 shall not be interpreted to limit the right of the Owner to pursue and obtain any and all other remedies against the Service Contractor at law or in equity.

9.3 Service Contractor warranties that any goods to be produced to or delivered to Owner during the course and scope of work for this Program will be of merchantable quality, free from defects in materials and workmanship.

9.4 The Owner acknowledges that the Service Contractor shall be entitled to rely on the accuracy and currency of information supplied by the Owner or by any of the Owner's contractors or consultants, or available from generally accepted reputable sources.

9.5 OWNER MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED.

ARTICLE 10
OWNERSHIP OF WORK PRODUCT

10.1 Any reports, recommendations, estimates, specifications, drawings, technical data, sketches, computer software, and all other information developed, created, procured or requested by the Service Contractor in connection with its performance under this Contract (the “Information”) shall be the property of the Owner. In entering into this Contract, the Service Contractor hereby transfers to the Owner all right, title, and interest, including the copyright, in and to the Information.
10.2 Any reports, recommendations, estimates, specification, drawings, technical data, sketches, computer software, and all other information developed by equipment vendors or other third parties that relate to the Program shall be the property of the Owner. This provision shall not act to transfer rights of owners of standard software or specification packages for which copyright is retained by the developer.

10.3 All original technical data, evaluations, reports and other work product of the Service Contractor shall be delivered to the Owner upon the completion, cancellation or termination of Services under this Contract within three (3) business days of such completion, cancellation or termination. The Service Contractor may retain one (1) copy of all documents produced by the Contractor for its permanent file.

ARTICLE 11
ACCOUNTING AND RECORDS

11.1 The Service Contractor shall maintain a system of accounting and record keeping for all Services. Further, the Service Contractor will allow the Owner’s inspection of necessary supporting receipts and documentation for audit purposes for a period of six (6) years after completion of Services provided under this Contract.

ARTICLE 12
COMPLIANCE WITH LAWS

12.1 The Service Contractor shall comply with all federal, state and local laws, regulations, ordinances, and DeKalb County Board of Education policies that are in any way applicable to the performance of its Services under this Contract including but not limited to laws governing health, safety, the protection or preservation of the environment, and occupational licensing.

ARTICLE 13
EQUAL EMPLOYMENT OPPORTUNITY

13.1 The Service Contractor will not discriminate against any worker, employee or applicant for employment because of race, color, religion, sex, national origin, age, citizenship status, veteran status, sexual orientation or handicap. The Service Contractor will take affirmative action to ensure that applicants are employed, and that workers are treated during employment, without regard to their race, color, religion, sex, national origin, age, citizenship status, veteran status, sexual orientation or handicap. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer, recruitment, or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
ARTICLE 14

CONTINGENCY FEES

14.1 The Service Contractor represents that it has not employed and shall not employ any person other than its own principals and employees to solicit this Contract or any contract with the Owner, and that it has not and shall not pay any person other than its own principals and employees any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award or making of this Contract or any other contract with the Owner.

ARTICLE 15

SUBCONTRACTORS

15.1 Service Contractor shall manage all work and Services performed under this Contract. Upon the Owner’s prior written consent, the Service Contractor may subcontract all or part of the Services to be provided. In such event, the rights and obligations of the Service Contractor and the Owner will not be diminished.

15.2 All of the Service Contractor’s Subcontractors shall be directly responsible to Service Contractor and shall be under the Service Contractor’s direct supervision. The Service Contractor shall be as fully responsible and accountable to the Owner for the acts and omissions of its Subcontractors and of persons either directly or indirectly employed by Subcontractors in the performance of Services under this Contract as the Service Contractor is for the acts and omissions of persons it directly employs. Other than the Owner being a third-party beneficiary to any agreement between the Service Contractor and its Subcontractors, no other contractual relationship between Owner and any subcontractor is created by any provision contained in this Contract.

15.3 If the Service Contractor utilizes Subcontractor(s) with respect to this Contract, then the Service Contractor will require Subcontractor(s) to comply with all terms and conditions of this Contract including, but not limited to the insurance requirements. The Contractor shall require all Subcontractors to supply a certificate of insurance as required herein before the Subcontractor commences any work.

ARTICLE 16

SUCCESSORS AND ASSIGNS

The Service Contractor shall not assign its rights hereunder, excepting its right to payment, nor shall it delegate any of its duties hereunder without the written consent of the Owner. Subject to the provisions of the immediately preceding sentence, each party hereto binds itself, its successors, assigns and legal representatives to the other and to the successors, assigns and legal representatives of such other party.

ARTICLE 17

INSURANCE

17.1 The Service Contractor and all Subcontractors shall maintain insurance in the types and coverage amounts shown below, which insurance shall provide coverage for Service
Contractor during the term of this Contract. On the date the Service Contractor signs this Contract, the Service Contractor shall provide the Owner with (i) an endorsement from the insurer naming the DeKalb County School District and The DeKalb County Board of Education as an additional insured under the liability policies and (ii) certificate(s) verifying that these insurance coverages and limits are in force. Additional certificates of insurance shall be provided whenever individual policies are renewed (or replaced) on their anniversary date and at such other times as the Owner requests.

17.2 The insurance requirements of this Contract are:

<table>
<thead>
<tr>
<th>Type of Insurance</th>
<th>Coverage Limits</th>
</tr>
</thead>
<tbody>
<tr>
<td>Workers Compensation</td>
<td>Statutory Limits</td>
</tr>
<tr>
<td>Employer’s Liability</td>
<td>$1,000,000 annual aggregate</td>
</tr>
<tr>
<td>Comprehensive General Liability Including Contractual Liability, Bodily Injury and Property Damage</td>
<td>$2,000,000 annual aggregate $1,000,000 per occurrence</td>
</tr>
<tr>
<td>Comprehensive Auto Liability Bodily Injury and Property Damage Covering Owned, Hired and Non-Owned Autos</td>
<td>$2,000,000 annual aggregate $1,000,000 per occurrence</td>
</tr>
</tbody>
</table>

17.3 The Service Contractor waives all rights, including rights of subrogation, against the Owner and its respective directors, officers, partners, Board Members, officials, agents, insurers, subcontractors, consultants and employees for damages covered by any type of insurance during and after the completion of the Work.

ARTICLE 18
TERMINATION FOR CAUSE

18.1 Either party hereto may terminate this Contract upon giving seven (7) days written notice to the other party in the event that such other party substantially fails to perform its material obligations set forth herein.

ARTICLE 19
INDEMNIFICATION

19.1 The Service Contractor agrees to hold harmless and indemnify the Owner, its Board, officers, employees and representatives from and against any and all liability, claims, actions, causes of action, losses, damages, demands, suits, judgments, costs and expenses arising out of bodily injury (including death) to persons, damage to property, including, but not limited to, any and all costs, expenses, legal fees and liabilities, incurred in and about investigation, defense or prosecution thereof, to the extent caused in whole or in part by a negligent act, error or omission of the Service Contractor or any subcontractor(s), or as a result of defective Services under this Contract.
ARTICLE 20

CONTRACT ADMINISTRATION

20.1 The Owner and the Service Contractor have each appointed certain individuals whose names and phone numbers appear in Article 1 to be their respective representatives in the administration and performance of this Contract. The Owner’s representative shall have no power or authority to change this Contract or to execute or agree to any change orders. The Owner may change its representative or declare a designee by written notice to the Service Contractor.

20.2 To be binding against the Owner, and as a condition precedent thereto, any addition, deletion or modification to the terms of this Contract must be in writing and signed by the Owner. The Service Contractor acknowledges that the Owner does not, and will not be deemed to, waive this condition precedent under any circumstances.

20.3 Failure of the Owner or the Service Contractor to insist in any one or more instances on performance of any of the terms and conditions of this Contract, or to exercise any right or privilege contained in this Contract, or the waiver of any breach of the terms and conditions of this Contract, shall not be considered as creating or constituting a waiver of any such terms, conditions, rights or privileges, and the same shall continue and remain in force and effect.

20.4 The Service Contractor and the Owner will adhere to all applicable health and safety laws, rules and regulations including Occupational Safety and Health Administration’s (“OSHA”) Rules and Regulations effective at the time the work was performed.

20.5 This Contract shall be governed by the laws of the State of Georgia.

ARTICLE 21

FORCE MAJEURE

21.1 The Service Contractor will not be responsible or liable in any way for delay or failure to perform its obligations under this Contract during any period which performance is prevented or hindered by conditions reasonably beyond its control, acts of God, fire, flood, and other unusually adverse weather conditions, war, embargo, explosions, riots, laws, rules, regulations and order of any governmental authority.

ARTICLE 22

CAPTIONS

22.1 The headings in this Contract are for the convenience of the parties hereto and shall in no way affect the construction or interpretation of this Contract or any part hereof.
ARTICLE 23

ENTIRE AGREEMENT

23.1 This Contract constitutes the entire and exclusive agreement between the parties with reference to the Program and supersedes any and all prior communications, discussions, negotiations, understandings, or agreements. This Contract may be amended only by a writing signed by both the Owner and the Service Contractor.

ARTICLE 24

MISCELLANEOUS

24.1 Unless otherwise expressly provided to the contrary in this Contract, the term “day” shall mean calendar day.

24.2 Any claim, dispute or other matter in question arising out of or related to this Contract shall be subject to mediation as a condition precedent to the institution of legal or equitable proceedings by either party. If such matter relates to or is the subject of a lien arising out of the Service Contractor’s services, the Service Contractor may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation. The Owner and Service Contractor shall endeavor to resolve claims, disputes and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect. Request for mediation shall be filed in writing with the other party to this Contract and with the American Arbitration Association. The request may be made concurrently with the filing of a civil action but, in such event, mediation shall proceed in advance of legal or equitable proceedings, which may be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or a court order. The parties shall share the mediator’s fee and any filing fees equally. The mediation shall be held in the place where the Program is located, unless another location is mutually agreed upon. Subject to the express approval of the DeKalb County Board of Education, agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

24.3 The exclusive venue for any civil action arising out of or related to this Agreement shall be in the federal, superior, or state courts of DeKalb County, Georgia.
IN WITNESS WHEREOF, the Owner and the Service Contractor, intending to be legally bound and each acting through persons duly authorized, have placed their signatures on duplicate original copies of this Contract.

OWNER:

DEKALB COUNTY BOARD OF EDUCATION

By: ________________________________
   [Signature]
   [Printed Name, Title]
   [Typed Name]

By: ________________________________
   [Signature]
   [Printed Title]

Dr. R. Stephen Green
   [Typed Name]

Superintendent
   [Printed Title]

1701 Mountain Industrial Blvd
Stone Mountain, GA 30083
   [Printed Address]

   [Date of Execution]

SERVICE CONTRACTOR:

By: ________________________________
   [Signature]
   [SEAL]
   [Printed Name]

By: ________________________________
   [Signature]
   [Printed Title]

Joshua L. Williams, Chief Operations Officer

DeKalb Standard Form of Contract for Services Non-Sate Capital Outlay Projects (Revised 3.2015)
EXHIBIT “C”
EXHIBIT “D”
EXHIBIT “E”

CONTRACTOR AFFIDAVIT

By executing this affidavit, the undersigned Contractor verifies its compliance with O.C.G.A. 13-10-91, and attests under oath that:

(1) the individual, firm, or corporation (“Contractor”) which is contracting with the DeKalb County Board of Education has registered with, is authorized to use, uses, and will continue throughout the contract term to use and participate in, a federal work authorization program [any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603], in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91, as amended. As of the effective date of O.C.G.A. 13-10-91, the applicable federal work authorization program is the “EEV/Basic Pilot Program” operated by the U. S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration (SSA).

(2) Contractor’s correct user identification number and date of authorization is set forth herein below.

(3) Contractor agrees that the Contractor will not employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to this contract with the DeKalb County Board of Education, unless at the time of the contract said subcontractor:

(a) is registered with and participates in the federal work authorization program;

(b) provides Contractor with a duly executed, notarized affidavit with the same affirmations, agreements, and information as contained herein and in such form as required under applicable law; and

(c) agrees to provide Contractor with notice of receipt and a copy of every sub-subcontractor Affidavit or other applicable verification procured by subcontractor at the time of contract with the sub-subcontractor(s) within five (5) business days after receiving the said Affidavit or verification.

Contractor agrees to maintain records of such compliance and to provide notice of receipt and a copy of each such subcontractor Affidavit or other permissible verification to the DeKalb County Board of Education at the time the subcontractor(s) is retained to perform such service or within five (5) days after receiving the said Affidavit or verification, whichever first occurs.
(4) Contractor further agrees to and shall provide DeKalb County Board of Education with copies of all other affidavits or other applicable verification received by Contractor (i.e.: subcontractor affidavits and all other lower tiered affidavits) within five (5) days of receipt.

__________________________________________       ______________________________
EEV/Basic Pilot Program User Identification Number                   Date of Authorization

If an applicable Federal work authorization program as described above is used, other than the EV/Basic Pilot Program, please identify the program.

____________________________________________  
Company Name / Contractor Name

BY: Signature of Authorized Officer or Agent                Date

Title of Authorized Officer or Agent of Contractor

Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE
______ DAY OF ____________________, 20___

______________________________
Notary Public
My Commission Expires: ______________________
EXHIBIT “F”

SUBCONTRACTOR AFFIDAVIT

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. 13-10-91, and attests under oath that:

(1) the undersigned individual, firm or corporation (“Subcontractor”) is engaged in the physical performance of services under a contract with ___________________________ (name of Contractor), which has a contract with the DeKalb County Board of Education.

(2) Subcontractor has registered with, is authorized to use, uses, and will continue throughout the contract term to use and participate in, a federal work authorization program [any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603], in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91. As of the effective date of O.C.G.A. 13-10-91, the applicable federal work authorization program is the “EEV/Basic Pilot Program” operated by the U.S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration (SSA).

(3) Subcontractor’s correct user identification number and date of authorization is set forth herein below.

(4) Subcontractor agrees that the Subcontractor will not employ or contract with any sub-subcontractor(s) in connection with the physical performance of services pursuant to this subcontract or the contract with the DeKalb County Board of Education, unless said sub-subcontractor:

(a) is registered with and participates in the federal work authorization program;

(b) provides Subcontractor with a duly executed, notarized affidavit with the same affirmations, agreements, and information as contained herein and in such form as required under applicable law; and

(c) agrees to provide Subcontractor with notice of receipt and a copy of every sub-subcontractor Affidavit or other permissible verification procured by sub-subcontractor at the time the sub-subcontractor(s) is retained to perform such service or within five (5) days after receiving the said Affidavit or verification, whichever first occurs.
Subcontractor agrees to maintain records of such compliance and to provide notice of receipt and a copy of each such sub-subcontractor Affidavit or other applicable verification to the Contractor at the time the sub-subcontractor(s) is retained to perform such service or within five (5) days after receiving the said Affidavit or verification, whichever first occurs.

EEV/Basic Pilot Program User Identification Number  ________________________________  Date of Authorization  ________________________________

If an applicable Federal work authorization program as described above is used, other than the EEV/Basic Pilot Program, please identify the program.

BY:  Authorized Officer or Agent  ________________________________  Date  ________________________________

(Subcontractor Name)

Title of Authorized Officer or Agent of Subcontractor  ________________________________

Printed Name of Authorized Officer or Agent  ________________________________

SUBSCRIBED AND SWORN  BEFORE ME ON THIS THE  _____ DAY OF _____________________, 20____

Notary Public
My Commission Expires: __________________
APPENDIX F: SUBCONTRACTOR’S AFFIDAVIT OF NONCOLLUSION

STATE OF ______________________
COUNTY OF ____________________

COMES NOW, __________________________________________________ (“Subcontractor”),

[insert name of Subcontractor]

appearing by and through __________________________________ , it’s _________________________

[insert name of individual with authority to bind Subcontractor]

(averring both individually and in his or her representative capacity on behalf of Subcontractor), having

submitted a bid or proposal to one or more offerors in respect of the DeKalb County Board of Education

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and after first being duly sworn, deposes and says that:

1. He, she or it, as applicable, has not directly or indirectly violated subsection (d) of the Official

Code of Georgia Annotated Section 36-91-21, which subsection provides as follows:

(d) Whenever a public works construction contract for any governmental entity subject

to the requirements of this chapter is to be let out by competitive sealed bid or proposal, no person,

by himself or herself or otherwise, shall prevent or attempt to prevent competition in such bidding

or proposals by any means whatever. No person who desires to procure such work for himself or

herself or for another shall prevent or endeavor to prevent anyone from making a bid or proposal

therefor by any means whatever, nor shall such person so desiring the work cause or induce

another to withdraw a bid or proposal for the work.

Further, the affiants sayeth not.

This _______ day of _______________, 2____

_______________________________

[insert name of Subcontractor]

and

_______________________________

[insert name of individual named above]

By: ________________________________ , both individually and on behalf of Subcontractor as its

[signature]

_______________________________

[insert title]

Sworn to and subscribed before me this ___ day of _______________, 2____.

Notary Public: ______________________ My commission expires: __/__/__.
(SEAL)