



DeKalb County
GEORGIA

**DeKalb County
Department of Purchasing and Contracting**

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

November 27, 2023

INVITATION TO BID (ITB) NO. 23-101610

FOR

NH SCOTT POOL RENOVATION

DEKALB COUNTY, GEORGIA

Senior Procurement Agent:	Jennifer Schofield, NIGP-CPP
Phone:	404.687.4042
Email:	jjchofield@dekalbcountyga.gov
Mandatory DeKalb First LSBE Meeting:	N/A to this solicitation
MANDATORY Pre-Bid Conference and Site Visit:	December 14, 2023 11:00 AM NH Scott Park 2230 Tilson Road, Decatur, GA 30034
Deadline for Submission of Questions:	5:00 P.M. ET, December 18, 2023
Bid Opening:	3:00 P.M. ET, January 11, 2024 Zoom: https://dekalbcountyga.zoom.us/j/87267676198
Bid Price Opening:	3 – 5 Business days after Bid Opening Zoom: https://dekalbcountyga.zoom.us/j/82746097081

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

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ACKNOWLEDGEMENT OF BIDDER

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

By: _____ (SEAL)
Signature

Name (Typed or Printed)

Title

Name of Business

Federal Tax I.D. Number

ATTEST:

Signature

Name (Typed or Printed)

Title

ADVERTISEMENT FOR BIDS

DEKALB COUNTY, GEORGIA

INVITATION NUMBER 23-101610

Sealed Bids will be received by DeKalb County, Georgia, in the Department of Purchasing and Contracting, The Maloof Center, 2nd Floor, 1300 Commerce Drive, Decatur, Georgia 30030, **until 3:00 p.m. on the 11th day of January, 2024**, at which time and place they will be publicly opened and read aloud, for furnishing all labor, materials, equipment, and all things necessary pursuant to Drawings, Specifications, conditions, etc., for NH Scott Pool Renovation (“the Project”). Bid Price Form shall be opened and read aloud 3 to 5 business days after Bid Opening.

SUBMIT ONE ORIGINAL BID PACKAGE (INCLUSIVE OF THE ENTIRE INVITATION TO BID DOCUMENT AND REQUIRED DOCUMENTS WITH THE EXCEPTION OF THE BID PRICE FORM) STAMPED “ORIGINAL” AND ONE IDENTICAL COPY OF THE BID PACKAGE ON A FLASH DRIVE TO THE ADDRESS LISTED ABOVE. DO NOT INCLUDE PRICING ON THE USB FLASH DRIVE

Contract Documents, Drawings, and Specifications for this Work may be obtained from <https://www.dekalbcountyga.gov/purchasing-contracting/bids-itb-rfps>.

MANDATORY PRE-BID CONFERENCE AND SITE VISIT

A mandatory pre-bid conference and site visit will be held at 11:00 a.m. on the 14th day of December, 2023, at NH Scott Park, 2230 Tilson Road, Decatur, GA 30034. Bidders are required to attend and participate in the mandatory pre-bid conference and site visit. Bidders shall sign in at the mandatory pre-bid meeting and site visit as proof of attendance. Only the Bidder or its authorized representative or employee shall sign in at the mandatory pre-bid meeting and site visit. For individual firms planning to bid as a yet to be formed joint venture, a representative from each firm is required to attend and sign in. Failure of a Bidder to attend or sign in at the mandatory pre-bid conference and site visit, will be cause for rejection of Bid. For information regarding the mandatory pre-bid conference and site visit, please contact Jennifer Schofield, NIGP-CPP, Senior Procurement Agent at 404.687.4042 or jjschofield@dekalbcountyga.gov.

QUESTIONS

All questions concerning the Project and requests for interpretation of the solicitation may be asked and answered at the pre-bid conference; however, oral answers are not authoritative. Questions must be submitted to the Department of Purchasing and Contracting in writing via email to **Jennifer Schofield**, jjchofield@dekalbcountyga.gov. Questions and requests for information or clarification concerning the specifications in this ITB must be submitted to the above listed contact person via email no later than the date and time listed in the bid timetable. Questions will not be answered until the Questions closing date and will be compiled and responded to in one (1) or more Addenda, as needed. Questions and requests for interpretation received after the above stated time or sent to anyone other than the listed contact person will not receive a response or be the subject of addenda.

No Bid may be revoked or withdrawn until sixty (60) days after the time set for opening the Bids.

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

This 27th day of November, 2023.

DEKALB COUNTY, GEORGIA

By: *Jennifer Schofield*
Jennifer Schofield, NIGP-CPP
Procurement Agent Senior
Department of Purchasing and Contracting

INSTRUCTIONS TO BIDDERS

GENERAL

Sealed Bids will be received by DeKalb County, Georgia, in the Department of Purchasing and Contracting, The Maloof Center, 2nd Floor, 1300 Commerce Drive, Decatur, Georgia 30030, until **3:00 p.m. on the 11th day of January, 2024**, for **NH Scott Pool Renovation** according to the Drawings and Specifications on file in the Department of Purchasing and Contracting, The Maloof Center, 2nd Floor, 1300 Commerce Drive, Decatur, Georgia 30030. Bid Price Forms shall be opened and read aloud 3 to 5 business days after Bid Opening Date. Sealed Bids shall be submitted on the form furnished by the County and shall be submitted in **duplicate**, designated as original or copy. **SUBMIT ONE ORIGINAL BID PACKAGE (INCLUSIVE OF THE ENTIRE INVITATION TO BID DOCUMENT AND REQUIRED DOCUMENTS WITH THE EXCEPTION OF THE BID PRICE FORM) STAMPED “ORIGINAL” AND ONE IDENTICAL COPY OF THE BID PACKAGE ON A FLASH DRIVE TO THE ADDRESS LISTED ABOVE. DO NOT INCLUDE PRICING ON THE USB FLASH DRIVE.**

Complete Drawings, Specifications and Bid Price Forms may be obtained from the County's website at:

<https://www.dekalbcountyga.gov/purchasing-contracting/bids-itb-rfps>

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

SUBMITTING BIDS

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

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

It is the responsibility of each Bidder to ensure that its submission is received by 3:00 p.m. on the bid due date. The bid opening time shall be strictly observed. Be aware that the building is currently closed to the public and visitors to our offices will go through a security screening process upon entering the building and will turn their bids in to the Security Guard on duty. Bidders should plan enough time to ensure that they will be able to deliver their submission prior to our deadline. Late submissions, for whatever reason, will not be evaluated. Bidders should plan their deliveries accordingly. Telephone or fax bids will not be accepted.

BID PRICE FORM OPENING

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

BUSINESS LICENSE

Bidders shall submit a copy of its current, valid business license with its Bid. If the Bidder is a Georgia corporation, Bidder shall submit a valid county or city business license. If Bidder is a joint venture, Bidder shall submit valid business licenses for each member of the joint venture. If the Bidder is not a Georgia corporation, Bidder shall submit a certificate of authority to transact business in the state of Georgia and a copy of its current, valid business license issued by its home jurisdiction. If Bidder holds a professional license, then Bidder shall submit a copy of the valid professional license. Failure to provide the business license, certificate of authority, or professional license required by this section, will result in the proposed Bid being deemed non-responsive.

GENERAL CONTRACTOR'S LICENSE

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

current, valid, and issued in compliance with applicable law. **Failure to provide this license with the Bid will result in the proposed Bid being deemed non-responsive.**

QUESTIONS, ADDENDA AND INTERPRETATION

All questions concerning the Project and requests for interpretation of the solicitation may be asked and answered at the pre-bid conference; however, oral answers are not authoritative. Questions must be submitted to the Department of Purchasing and Contracting in writing via email to jjischofield@dekalbcountyga.gov. Questions and requests for information or clarification concerning the specifications in this ITB must be submitted to the above listed contact person via email no later than the date and time listed in the bid timetable. Questions and requests for interpretation received after the above stated time or sent to anyone other than the listed contact person will not receive a response or be the subject of addenda. For questions and requests for interpretation after the pre-bid conference, each response shall be given in written addendum, separately numbered and dated, and published on the County website in sufficient time for interested parties to review. **No responses to requests, answers to specification questions, or additional information shall be supplied after “December 18, 2023; 5:00 PM EST.”**

ACKNOWLEDGMENT OF ADDENDA

Addenda may be issued in response to changes in the Invitation to Bid. Addenda must be acknowledged by signing and returning the Addendum Acknowledgement with the submission of your Bid. Acknowledgments must be received by the County with the submission of your response. Failure to properly acknowledge any addendum may result in the proposed Bid being deemed non-responsive. Bidder may call Jennifer Schofield at 404.687.4042 or send an email to jjischofield@dekalbcountyga.gov to verify the number of addenda prior to submission. All addenda issued for this Project may be found on DeKalb County’s website, <https://www.dekalbcountyga.gov/purchasing-contracting/bids-itb-rfps>.

AUTHORITY TO SIGN

If a Bid is submitted by an individual, his/her name and mailing address must be shown. If submitted by a corporation, partnership, or joint venture, the name and physical mailing address of each member of the corporation, partnership, or joint venture must be shown. If submitted by a corporation, the Certificate of Corporate Bidder in the form attached to

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

BID GUARANTEE TO ACCOMPANY BID

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

VALID INSURANCE, BONDS, LICENSES, PERMITS, AND CERTIFICATES

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

BUILDERS' RISK INSURANCE COVERAGE

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

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

RIGHTS RESERVED

The County reserves the right to reject any or all Bids, to waive informalities, and to re-advertise. The County reserves the right to decide which Bid will be deemed lowest, responsive and responsible. For consideration as a responsible Bidder, the proposed Bidder shall, among other qualifications, demonstrate in its Bid that it has been the general contractor engaged in construction and successful completion of at least five (5) public-use pools of similar character and magnitude for at least ten (10) years, and shall demonstrate the financial ability to perform the required Work. Bidder may be required to submit evidence setting forth qualifications which entitle him to consideration as a responsible Bidder. A list of work of similar character of at least five (5) public-use pools successfully completed within the last ten (10) years may be required as set forth in the Invitation to Bid giving the location and size of each project. Bidder shall complete the Reference and Release Form attached to the Bidder Document Package. In addition, the Bidder shall submit upon request by the County, a list of equipment available for use on this Work with its Bid. Any additions, conditions, limitations, or provisions attached to the Bid shall render it informal, and will be cause for rejection as non-responsive. No Bid may be revoked or withdrawn until sixty (60) days after the time set for opening the Bids.

AWARD OF CONTRACT

The Contract, if awarded, will be awarded to that responsible Bidder whose responsive Bid will be most advantageous to the County, price and other factors considered. The County is entitled to make the determination in its sole discretion. The Contract between the County and the Contractor shall be executed in the form attached to the Bid Document Package on pages 104-158, and shall form a binding contract between the contracting parties. A Performance Bond and a Payment Bond, each equal to 100% of the Contract Price, must be provided by the successful Bidder, issued in proper form by a surety company licensed to write bonds in the State of Georgia, listed in the most current U.S. Treasury Circular No. 570, and which has a current A.M. Best rating of "A" (Excellent) with a Financial Size Category of XII or better. Bonds given shall meet the requirements of the law of the State of Georgia including, but not limited to, O.C.G.A. §13-10-1 and §36-91-21 *et seq.*

FAILURE TO EXECUTE CONTRACT

The County shall have sixty (60) days after the time set for openings of Bids to notify a Bidder of the County's acceptance of the Bid and its intent to award the Contract to such Bidder. If the County so notifies a Bidder and the Bidder fails to enter into the Contract in the form attached to the Bid Document Package on pages 104-158 within ten (10) days of receiving such notice, or fails within that time to provide the required Payment and Performance Bonds and proof of required insurance, the amount of the Bid Bond or other Bid Guarantee shall be paid over to the County as liquidated damages. The acceptance of the payment of the Bid Bond shall not operate to bar any claim the County might otherwise have against the Bidder, and the County shall be authorized to pursue any claim against the Bidder for failure to consummate the Contract as may be authorized by law.

TIME AND LIQUIDATED DAMAGES

Construction must begin within ten (10) days from the date the Contractor acknowledges receipt of the Notice to Proceed, by signing and inserting the acknowledgement date on the Notice to Proceed. Contractor shall fully complete the Work within the timeframe provided by the Awarded Contractor's schedule from and including the acknowledgement date. For failure to complete the Work within this period, the Contractor shall pay the County liquidated damages in the amount of **TWO HUNDRED FIFTY Dollars (\$250.00)** for each day in excess of the Contract Time unless an extension of the Contract Time has

been obtained by Change Order, as defined in the Contract, prior to the expiration of the Contract Term as defined in the Contract.

LOCATIONS AND SITE

The site of the proposed Work is at the stated location(s) within DeKalb County, Georgia. By submitting a Bid, the Bidder accepts the site in its present condition and agrees, if awarded the Contract, to carry out all Work in accordance with the requirements of the Contract, the Specifications and as shown on the Drawings. The Bidder shall, before submitting a Bid, visit the site and acquaint itself with the actual conditions and the location of any or all obstructions that may exist on the site. The documents comprising the Contract contain the provisions required for the completion of the Work to be performed pursuant to this Contract. Information obtained from an officer, agent, or employee of the County, or any other person shall not affect the risks or obligations assumed by the Contractor or relieve it from fulfilling any of the conditions of the Contract. Each Bidder, prior to submitting his Bid, is responsible for inspecting the site and for reading and being thoroughly familiar with all of the documents comprising the Contract and Bid Document Package. The failure or omission of any Bidder to so familiarize himself shall in no way relieve any Bidder from any obligation in respect to his Bid. The Contractor shall inspect all easements and rights-of-way to insure that the County has obtained all land and rights-of-way necessary for completion of the Work to be performed pursuant to the Contract. The Contractor shall comply with all stipulations contained in easements acquired by the County. The Contractor shall not be entitled to damages and agrees not to make any claim against the County, its officials or employees for the failure to obtain necessary interests in land for this Project. The Contractor shall accurately locate above-ground and below-ground utilities and structures which may be affected by the Work using whatever means may be appropriate.

FEDERAL WORK AUTHORIZATION PROGRAM PARTICIPATION

All qualifying Contractors and Subcontractors performing work with DeKalb County, Georgia must register and participate in the federal work authorization program to verify the work eligibility information of new employees. In order for a Bid to be considered, it is mandatory that the Bidder's Affidavit of Compliance with O.C.G.A. §13-10-91 included as page 45 be completed and submitted with the Bid.

GEORGIA OPEN RECORDS ACT

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

FIRST SOURCE JOBS ORDINANCE

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

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

ETHICS RULES

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

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

DEKALB COUNTY, GEORGIA'S TITLE VI POLICY

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

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

STANDARD COUNTY CONTRACT

The attached sample contract is the County's standard contract document, which specifically outlines the contractual responsibilities. All bidders should thoroughly review the document prior to submitting a bid. Any proposed revisions to the terms or language of this document must be submitted in writing with the bidder's bid. Since proposed revisions may result in a bid being rejected if the revisions are unacceptable to the County, bidders should review any proposed revisions with an officer of the firm having authority to execute the contract. No alterations can be made in the contract after award by the Board of Commissioners.

STATEMENT OF WORK

The scope of work involves site work preparation, demolition and construction of a pool, pool deck, underdrain and pump systems for NH Scott Park Pool Renovation. The scope does NOT include the installation of the four building structures. Those services will be performed by others.

The Base Bid includes all work shown in the contract documents. The pre-fabricated buildings will be provided by Romtec.

The project location is at NH Scott Park, 2230 Tilson Road, Decatur, GA 30034. The owner is DeKalb County Recreation, Parks and Cultural Affairs.

The scope of the Project generally consists of the following major items, but are not limited to the following:

- Demolition of the existing pool, slab, and all associated buildings and structures
- Regrading of the site per the permitted construction documents
- Installation of a new pool deck
- Installation of a new pool and accessory structures
- Minor rework of the sidewalk and parking lot
- Coordination of building installation by others (Romtec)

The successful bidder will attend a kick-off meeting with a representative from RPCA and SPLOST. At the kick-off meeting, the successful bidder shall submit a Schedule of Values identifying costs for meaningful areas of the Work, such that progress payments can be easily evaluated as determined by the County, SPLOST and consultant. In addition, the successful bidder will provide a Schedule which must be adhered to. If the successful bidder, does not meet the Schedule provided by them, then the Liquidated Damages as outlined on Page 11 will be instituted. The successful bidder shall also identify a direct Point of Contact, for the duration of the project.

All references to guarantee, warranty or payments that are commencing upon “Final Approval”, “Final Certificate for Payment”, or “Substantial Completion” or other similar wording shall commence upon acceptance of portions of the Work by the County.

The successful bidder is responsible for becoming familiar with the requirements of all construction documents, which includes drawings, bid and contract documents, specifications and all addenda. A copy of these shall be always kept on the jobsite.

The successful bidder should submit a full List of Subcontractors with the Bid. Any changes during construction must be approved, in advance, by the County, SPLOST and consultant.

Letter prefixes for each drawing sheet indicating the engineering discipline are for convenience only. Information affecting the scope of work for all trades shall be found throughout all documents and is not limited to only those documents with the appropriate letter prefix. The successful bidder is responsible for providing subcontractors all necessary information and drawings.

The topographic mapping utilized for the development of these construction documents is field run survey. The survey was prepared following standard survey practices and standards and are the best

available information we have on the site. It is the belief of the County and design consultants that the information is correct, but neither party warrants nor implies a level of accuracy beyond standard surveying practices. It is **MANDATORY** that the contractor attends the **Mandatory Pre-Proposal and Site Visit** prior to submitting the bid to review the topographic conditions and conduct verifications surveys, if so desired at the contractor's expense, to verify the accuracy of the information provided. Topographic variations discovered after bidding will not be grounds for additional compensation. The successful bidder shall be responsible for locating the utilities on the site and informing the County's Project Manager of any discrepancies discovered on site.

The successful bidder is responsible for all construction layouts and controls for the project. The Successful bidder will proceed with construction layout in such a manner that discrepancies between construction items, existing built features and site conditions that are in conflict with the plans may be examined by RPCA, SPLOST and the consultant prior to construction of items in conflict. Failure to notify RPCA, SPLOST and the consultant of conflicts prior to construction items will result in all remedial actions being paid for by the Contractor including, but not limited to, additional materials, re-inspection fees, professional service fees and survey costs by all parties to the projects.

GENERAL CONDITIONS

DeKalb County is seeking bids from qualified bidders to construct a new pool at NH Scott Park for Recreation, Parks and Cultural Affairs, in accordance with the terms, conditions, and specifications contained in this Invitation to Bid (ITB).

The Contractor must state clearly in their bid pages any variance to the specifications. If proposing an approved equal or alternate product, it will be the Contractor's responsibility to provide adequate information in their proposal to enable the County to ensure that the Contractor meets the required criteria. If adequate information is not submitted with the bid, it may be rejected. Pricing is still required as specified for any items that the contractor is seeking variances for. Pricing on the submitted items seeking variances must be provided for in the Price Schedule Form attached as Attachment A-1 – Substitute Price Schedule Form, along with Attachment B-1 Bid Bond Form. You must bid the project as stated, along with any proposed Alternate.

DeKalb County will be the sole judge in determining if the product proposed qualifies as approved equal. The County reserves the right to award to that Contractor which will best serve the interest of the County as determined by the County. The County further reserves the right to waive minor variations to specifications and in the bidding process.

Contractor shall be held responsible for any damage done by him or his agents to work performed by another Contractor.

Contractor shall repair or correct to the satisfaction of the County, any damage to County and/or private property as a result of construction, at no additional cost to the County. This includes but is not limited to repair to concrete sidewalks, landscaping, including trees and sod, curbing, medians or any fence.

Damage to public and/or private property shall be the responsibility of the Contractor and shall be repaired and/or replaced in a timely fashion at no additional cost to the County.

Use of Site: Do not disturb portions of the site beyond the areas indicated. Contractor shall not work on the site after 9:00PM or before 7:00AM without written consent from RPCA.

All permitting fees required by DeKalb County Department of Planning and Sustainability and Department of Watershed Management will be paid by the Contractor. The successful bidder is required to obtain all permits necessary for all temporary work, office trailers, water and sewer construction permit, and retaining wall at his own expense.

No payment will be made for any portion of the project for which temporary erosion, sedimentation and pollution controls are not properly maintained. Any fines or delays for non-compliance of erosion control measures levied by any agency will be the responsibility of the Contractor and need to be resolved immediately.

The Contractor shall contact "Utility Locate 811" to locate all underground utilities including those installed by DeKalb prior to performing work. There may be some instances when the contractor will be unable to locate all utilities using due diligence and underground locating equipment such as the ditch witch brand utility locator and signal sensors. When this occurs, it shall be the Contractor's responsibility to locate utilities before excavating, by means of digging by hand or request special approval from Department designee to use a sub-contractor for this function.

The Contractor shall have a competent superintendent or foreman on the job during the progress of the work who has full authority to supervise and direct the work and who shall be the Contractor's agent for the faithful discharge of the Contractor's obligation under this contract.

The superintendent or foreman shall represent the POC in his absence.

It is understood that the Contractor's proposed construction schedule is based on a normal 40-hour, 5-day work week, less recognized holidays. If the Contractor desires to work in excess of this limit, the Contractor shall submit a written request to the County a minimum of five days prior to the desired work date. The contractor shall be responsible for any additional expenses incurred by the County as a result of the extended work hours, including overtime hours by Inspector. The cost associated with resident inspector overtime will be deducted from the Contractor's monthly payment request.

No payment will be made for any portion of the project for which temporary erosion, sedimentation and pollution controls are not properly maintained. Any fines or delays for non-compliance of erosion control measures levied by any agency will be the responsibility of the Contractor.

Seeded and sodded lawns will be acceptable provided the conditions of Section 32 9000 have been met, including maintenance, and a healthy, uniform, close stand of grass is established, free of: bare spots in excess of 6 inches square and surface irregularities.

Payment for seeding will be paid at 50% of the total contract amount for seeding until germination and grow-in of permanent grassing has achieved 95% on all areas to be seeded. Payment will be increased to 90% after 95% grow-in has been achieved. Final payment and payment of retainage will be made only after 100% grow-in has been achieved. Permanent seeding may only take place seasonally as listed in the Manual for Erosion and Sediment Control in Georgia, Tables for Permanent Seeding Regions M-L. If the permanent Bermuda grass seeding cannot be installed during the specified dates, the contractor, at no additional expense to the owner, shall install temporary seeding and maintain temporary cover until the next season for permanent seeding. In areas where seeding was installed at the proper time per the Manual for Erosion and Sediment Control in Georgia and less than full coverage is achieved per the requirements of the Section 32 9000, which would prevent the owner from the opening the facility to the public before the next planting season, the contractor will sod all areas that do not have full coverage – at no cost to the

owner. Temporary seeding in high pedestrian traffic areas will not be permitted for facilities that are open before the next growing season. These areas must be sodded at no cost to the owner. Final payment and release of retainage will not be made until establishment of grass over 100% of the project is acceptable to the County.

Contractor will receive PDF's of plans and specs as included in this solicitation and as amended through Addenda posted to the website. It is the contractor's responsibility to pay for and have printed from the PDF's hardcopies of plans and specs for the constructor's use.

The following bad weather calendar days shall be anticipated and included in the contractual time period given for project completion. The Contractor's request for additional time due to weather shall only be granted for days beyond those listed below considering the full term of the contract. The burden of proof and documentation for such request for additional time shall rest solely upon the Contractor.

January	10 days	July	4 days
February	10 days	August	2 days
March	7 days	September	2 days
April	6 days	October	3 days
May	4 days	November	5 days
June	3 days	December	9 days

MINIMUM QUALIFICATIONS REQUIREMENTS

The specifications and drawings illustrate and detail one (1) swimming pool systems that are utilized for both competitive and recreational use. Certain technical aspects of the design are common only to pool systems planned for public use. Understanding these aspects, their functions and interaction through experience is vital to completing a successful operating system.

A list of projects meeting the aforementioned qualifications, including contact information of the General Contractor, must be submitted for review at the time of the bid. The General Contractor and/or sub must have completed at least **five (5) public-use pools with individual water surface areas in excess of 8000 square feet and a depth of 11'-6" or more within the past 10 years** and provide a valid pool certification number with DeKalb County Board of Health. It is a mandatory requirement that the General Contractor and/or their sub contractor will have achieved such experience as a prerequisite for bidding this project.

The Prime Contractor must submit, at the time of the bid, the name of the on-site Project Superintendent including their relevant experience. The Contractor's on-site Project Superintendent **must have completed at least five (5) public-use pools with individual water surface areas in excess of 8000 square feet and a depth of 11'-6" or more within the past 10 years**. A supplemental table is provided, if the Superintendent's experience differs from the Prime Contractor's listed as Attachment H.

A list of projects meeting the aforementioned qualifications, including contact information of the General Contractor as well as Owner must be included with the experience submittal. Project Superintendent must not change on the project unless written authorization has been provided by RPCA, SPLOST and the consultant.

The Work shall be constructed under a single General Contractor.

Pool Contractors certified have been provided as a reference under Exhibit 4. It is the bidder's responsibility to review, validate and ensure selected vendors meet the requirements.

DeKalb County's BOH Ordinance is included as Exhibit 5.

The successful Bidder must employ and assign to the Project Supervisory Personnel trained and state certified at Level 1A - Fundamentals of the Georgia Erosion and Sediment Control training program. A copy of the certificate must be provided with the submittal of the ITB.

All bidders must be licensed by the state of Georgia to be a General Contractor at the time of the due date of the ITB and either the bidder or their listed sub-contractor must be listed on the Approved Certified Pool Contractors with the DeKalb County Board of Health at the time of the due date of the ITB. A listing of Certified Pool Contractors has been included and is referenced as Exhibit 4. It is the Bidder's responsibility to vet, verify and confirm the information and to ensure that they meet the requirements.

SCHEDULE OF DRAWINGS

SITE DEVELOPMENT PLANS

G-001 COVER SHEET
C-001 GENERAL NOTES, ABBREVIATIONS AND LEGENDS
Sheet 1 of 1 Retracement Boundary & Topographic Survey
CD101 DEMOLITION PLAN
CS101 SITE PLAN
CS102 OVERALL PARCEL PLAN
CP101 PAVMENT JOINT PLAN
CP501 JOINTING DETAILS
CG101 GRADING AND DRAINAGE PLAN
CG201 STORM SEWER PROFILES
CG202 STORM SEWER PROFILES
CG203 STORM SEWERS TABULATIONS
CU101 UTILITY PLAN
CU201 SANITARY SEWER PROFILES
C-501 CIVIL DETAILS
C-502 CIVIL DETAILS
C-503 CIVIL DETAILS
LD101 TREE PROTECTION PLAN
LD102 TREE PROTECTION PLAN
LP101 LANDSCAPE PLAN
L-001 LANDSCAPE NOTES
L-501 LANDSCAPE DETAILS
CE001 EROSION, SEDIMENTATION & POLLUTION CONTROL NOTES
CE002 EROSION, SEDIMENTATION & POLLUTION CONTROL NOTES
CE003 EROSION, SEDIMENTATION & POLLUTION CONTROL NOTES
CE004 EROSION, SEDIMENTATION & POLLUTION CONTROL NOTES
CE101 EROSION, SEDIMENTATION & POLLUTION CONTROL - INTIAL PHASE
CE102 EROSION, SEDIMENTATION & POLLUTION CONTROL - INTERMEDIATE PHASE
CE103 EROSION, SEDIMENTATION & POLLUTION CONTROL – FINAL PHASE
CE501 EROSION & SEDIMENT CONTROL DETAILS
CE502 EROSION & SEDIMENT CONTROL DETAILS
CE503 EROSION & SEDIMENT CONTROL DETAILS
CE504 EROSION & SEDIMENT CONTROL DETAILS

BUILDING PLANS (BY OTHERS)

Plan Set	Page No.	Page Title	Sheet No.
NHSO1	G	COVER SHEET	G0, G1, G2
NHSO1	A1	FLOOR PLAN & ADA CLEARANCES	A1.1
NHSO1	A2	EXTERIOR ELEVATIONS	A2.1
NHSO1	A3	SECTION VIEWS	A3.1
NHSO1	A4	INTERIOR WALL FINISH PLAN	A4.1
NHSO1	A5	DOOR SCHEDULE & DETAILS	A5.1, A5.2
NHSO1	A6	WINDOW/VENT DETAILS	A6.1, A6.2, A6.3
NHSO1	S7	FOUNDATION PLAN & DETAILS	S7.1, S7.2, S7.3
NHSO1	S8a	STRUCTURAL PLAN & DETAILS	S8.1, S8.2, S8.3
NHSO1	S8b	CMU WALL ELEVATIONS	S,8.4, S8.5, S8.6, S8.7
NHSO1	S9-S10	ROOF FRAMING PLAN, ROOF CONNECTION DETAI	S9.1, S10.1, S10.2
NHSO1	R	ROOFING PLAN, ROOFING DETAILS	R1, R2, R3
NHSO1	E	ELECTRICAL SCHEDULE, PLAN, & DETAILS	E1, E2, E3, E4
NHSO2	G	COVER SHEET	G0, G1, G2
NHSO2	A1	FLOOR PLAN & ADA CLEARANCES	A1.1
NHSO2	A2	EXTERIOR ELEVATIONS	A2.1
NHSO2	A3	SECTION VIEWS	A3.1
NHSO2	A4	INTERIOR WALL FINISH PLAN	A4.1
NHSO2	A5	DOOR SCHEDULE & DETAILS	A5.1, A5.2
NHSO2	S7	FOUNDATION PLAN & DETAILS	S7.1, S7.2, S7.3, S7.4
NHSO2	S8a	STRUCTURAL PLAN & DETAILS	S8.1, S8.2, S8.3
NHSO2	S8b	CMU WALL ELEVATIONS	S8.4, S8.5, S8.6, S8.7
NHSO2	S9-S10	ROOF FRAMING PLAN, ROOF CONNECTION DETAI	S9.1, S10.1, S10.2
NHSO2	R	ROOFING PLAN, ROOFING DETAILS	R1, R2, R3
NHSO2	P	PLUMBING SCHEDULE & PLAN	P1, P2
NHSO2	M	MECHANICAL PLAN	M1
NHSO2	E	ELECTRICAL SCHEDULE, PLAN, & DETAILS	E1, E2, E3, E4
NHSO3	G	COVER SHEET	G0, G1, G2
NHSO3	A1a	FLOOR PLAN & ADA CLEARANCES	A1.1
NHSO3	A1b	ADA CLEARANCES & FIXTURE MOUNTING HEIGH	A1.2
NHSO3	A1c	INTERIOR ELEVATIONS	A1.3
NHSO3	A1d	INTERIOR ELEVATIONS	A1.4
NHSO3	A2a	EXTERIOR ELEVATIONS	A2.1
NHSO3	A2b	EXTERIOR ELEVATIONS	A2.2
NHSO3	A3	SECTION VIEWS	A3.1
NHSO3	A4	INTERIOR WALL FINISH PLAN	A4.1
NHSO3	A5	DOOR SCHEDULE & DETAILS	A5.1, A5.2
NHSO3	A6	WINDOW/ VENT DETAILS	A6.1, A6.2
NHSO3	S7a	FOUNDATION PLAN	S7.1
NHSO3	S7b	FOUNDATION DETAILS	S7.2, S7.3
NHSO3	S8a	STRUCTURAL PLAN & DETAILS	S8.1
NHSO3	S8b	STRUCTURAL PLAN & DETAILS	S8.2, S8.3, S8.4
NHSO3	S8c	CMU WALL ELEVATIONS	S8.5
NHSO3	S8b	CMU WALL ELEVATIONS	S8.6
NHSO3	S9a	ROOF FRAMING PLAN (MAIN)	S9.1

NHSO3	S10	ROOF CONNECTION DETAILS	S10.1, S10.2
NHSO3	RA	ROOFING PLAN	S9.1
NHSO3	Rb	ROOFING DETAILS	R2
NHSO3	Pa	PLUMBING SCHEDULE	P1
NHSO3	Pb	PLUMBING PLAN	P2
NHSO3	M	MECHANICAL PLAN	M1
NHSO3	Ea	ELECTRICAL SCHEDULE, PLAN, & DETAILS	E1, E2, E3
NHSO3	Eb	ELECTRICAL PLAN	E4
<hr/>			
NHSO4	G	COVER SHEET	G0, G1, G2
NHSO4	A1a	FLOOR PLAN & ADA CLEARANCES	A1.1
NHSO4	A1b	FLOOR PLAN & ADA CLEARANCES	A1.2,A1.3,A1.4
NHSO4	A2	EXTERIOR ELEVATIONS	A2.1
NHSO4	A3	SECTION VIEWS	A3.1
NHSO4	A4	INTERIOR WALL FINISH PLAN	A4.1
NHSO4	A5	DOOR SCHEDULE & DETAILS	A5.1, A5.2
NHSO4	A6	WINDOW / VENT DETAILS	A6.1
NHSO4	S7	FOUNDATION PLAN & DETAILS	A7.1,A7.2,A7.3
NHSO4	S8a	STRUCTURAL PLAN & DETAILS	A8.1, A8.2, A8.3
NHSO4	S8b	CMU WALL ELEVATIONS	A8.4, A8.5, A8.6, A8.7
NHSO4	S9-S10	ROOF FRAMING PLAN, ROOF CONNECTION DETAI	A9.1,S10.1, S10.2
NHSO4	R	ROOFING PLAN, ROOFING DETAILS	R1, R2
NHSO4	P	PLUMBING SCHEDULE PLAN	P1, P2
NHSO4	M	MECHANICAL PLAN	M1
NHSO4	E	ELECTRICAL SCHEDULE, PLAN & DETAILS	E1, E2, E3, E4

POOL PLANS

AQ0.0 POOL REFERENCE PLAN
AQ1.0 POOL PLAN
AQ1.1 POOL SECTIONS
AQ1.2 POOL DETAILS
AQ1.3 POOL DETAILS
AQ2.0 POOL LOCATION POINT PLAN
AQ3.0 POOL MECHANICAL NOTES & SCHEDULES
AQ3.1 POOL SUCTION PIPING PLAN
AQ3.2 POOL RETURN PIPING PLAN
AQ4.0 POOL MECHANICAL ROOM PLAN & SECTIONS
AQ4.1 POOL MECHANICAL DETAILS
AQ4.2 POOL MECHANICAL DETAILS
AQ4.3 POOL MECHANICAL DETAILS
AQ4.4 POOL MECHANICAL DETAILS
AQ5.0 POOL SYSTEMS SCHEMATIC
AQ6.0 POOL STRUCTURAL PLAN
AQ6.1 POOL STRUCTURAL DETAILS
AQ6.2 POOL STRUCTURAL DETAILS
AQ6.3 POOL STRUCTURAL SECTIONS

OWNER'S RESPONSIBILITY

SITE PREPARATION WORK FOR BUILDINGS BY OTHERS (ROMTEC)

1.1 SUMMARY

- A. *Romtec, Inc.* is the *building supplier and installer*.
- B. The *Contractor* (not *Romtec*) must complete site preparation work prior to *Romtec*'s arrival for installation and construction of the new buildings.
- C. *Contractor* shall coordinate with all of Owner's service providers as needed to complete the site preparation work.
- D. *Contractor*'s work shall generally be performed exterior of the building footprint(s).
- E. *Romtec*'s work shall generally be performed from the perimeter of the building footprint(s) and inward.
- F. The following is an overview of the scope of site preparation work to be completed by *Contractor*.
- G. This site prep work must be completed for each of the new buildings.

1.2 SITE PREP

- A. Prepare the building pad for each building to be level and compacted per foundation requirements and the applicable geotechnical report. The building pads shall be finished to within 6" of the finish floor elevation.
- B. Perform any required site grading and removal/replacement of fill materials for the building pads.
- C. If required, perform soil disposal in accordance with specifications.
- D. Perform all required site surveys and staking.

1.3 UTILITIES

- A. Supply and install all required incoming utilities to within 10' of the perimeter footprint of each building (including relocation of utilities as needed).
- B. Utilities may include plumbing (domestic water and sewer), electric, gas, etc. as required for each building.
- C. Install a site electric transformer, service meter, and meter base.
- D. Supply and install any required electrical junction box(es) exterior of the buildings.
- E. Supply and install any required water line drain valves and sewer line backflow preventers exterior of the buildings.
- F. Supply and installation of any site electrical controls including lighting, pool equipment, irrigation, etc. within the Romtec building would be the responsibility of the Contractor.
- G. All utility sizing shall be as shown on the building plans or as per code requirements. Promptly communicate any changes to utility sizing to the Owner and *Romtec*.

1.4 SCOPE CLARIFICATION

- A. For purposes of clarification, *Romtec* does not perform the following work or supply the following items.
 1. Stormwater Pollution Prevention Plan(s) (SWPPP).
 2. Erosion Control Plans
 3. Site-specific safety plans
 4. Tree/landscape protection plans

5. Any other site-specific protection/prevention plans
6. Geotechnical analysis or reports
7. Boulder excavation
8. Demolition of existing structures
9. Site finish grading or asphalt paving.
10. Landscaping (including but not limited to masonry pavers)
11. Water line booster pumps or pressure regulating valves
12. Fire alarm and fire safety equipment
13. Irrigation equipment
14. Rain gutters and downspouts
15. Site lighting or any permanent lighting equipment that is not attached to the building(s)
16. Plumbing freeze protection
17. Overall site plans
18. Construction mock-ups
19. Construction fencing
20. Sidewalks

END OF STATEMENT OF WORK

ATTACHMENT A

BID PRICE FORM

*****BID PRICE FORM MUST BE SUBMITTED IN A SEPARATE SEALED ENVELOPE OR BIDDER WILL BE DEEMED NON-RESPONSIVE AND WILL NOT BE CONSIDERED FOR AWARD***DO NOT INCLUDE ON USB FLASH DRIVE**

TO: The Governing Authority of DeKalb County, Georgia

The undersigned, as Bidder, declares that he has carefully examined the Bid Document Package for ITB No. 23-101610, NH Scott Pool Renovation, an annexed proposed form of Contract, the Specifications therein contained, and the Drawings therein referred to, and that he proposes and agrees that if his Bid is accepted, to provide the necessary machinery, tools, apparatus, and other means of construction, and will furnish all materials and labor specified in the Contract, or called for by the Drawings, or necessary to complete the Work in the manner therein specified within the time specified, as therein set forth for the following lump sum amount which sum is hereinafter referred to as the "Base Bid." The Base Bid includes and encompasses the cost of all labor, materials, equipment, tools, supervision, scheduling, safety program, coordination, engineering, testing, surveys, layout, cleanup, and other things and services required to complete the entire Project in strict conformity with the Drawings, Specifications, the Contract, and all addenda and authorized written clarifications issued prior to the Bid date. Without limitation, the Base Bid also includes all applicable sales and use taxes, fees, temporary lighting, heating and cooling, temporary utilities, security for the site, freight costs, handling costs, permit costs, field and main office costs, bond premiums, insurance premiums, direct and indirect administrative costs, overhead, and profit.

_____ (\$ _____)
(State amount in words on this line) (In figures)

ALTERNATES:

In addition, a Unit Price for each of the following items is to be included should rock or other unforeseen conditions be encountered, and for other indicated construction items, the Base Bid shall include the work below. The stated unit prices include only those items listed in Section 01 2200, Unit Prices. The total cost amounts for the estimated quantities of Unit Price items below are included in the base bid. Bid Unit price prevail if calculation is in error. Payment of unit price items will be for actual in-place quantities installed per the plans or as directed by the County.

LINE	ITEM	EST QTY	UOM	UNIT PRICE	TOTAL
1.	Rock-Trench Excavation	5	CY		
2.	Mass Rock Excavation	10	CY		
3.	Excavation of Unsatisfactory material replacement with suitable fill	590	CY		
4.	Silt Fence Type "C"	1570	LF		
TOTAL AMOUNT INCLUDED IN THE BASE BID ABOVE					

The undersigned represents that the unit prices listed above are complete and specified in Section 01-2200, Unit prices, acknowledges that the quantities are not guaranteed, and agrees that payment will be for the actual in-place quantities installed per the plans or as directed by the County. Prices must be entered for all the blanks in the schedule. If there is an error in the calculation for the total amount entered, the bid unit price multiplied by the Estimated Quantity will be the bid amount that is considered included in the Base Bid.

Removal of rock or providing unit items in excess of the estimated amount will be paid at the unit price, upon verification by the contractor's geotechnical firm and/or site representative. The quantity of rock and/or unsatisfactory materials will be verified by the County's representative or the Contractor's geotechnical firm. Should the amount included in the Base Bid for any of these items not be encountered, a change order will be initiated to the County the difference at the bid unit price.

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

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

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

If this Bid shall be accepted by DeKalb County and the undersigned shall fail to execute a satisfactory contract in the form of said proposed Contract, give satisfactory Performance and Payment Bonds, or furnish satisfactory proof of the insurance required, as stated in the Instructions to Bidders attached hereto within ten (10) days from the Notice of Award of the Contract, then the County may at its option, determine that the undersigned abandoned the Contract and thereupon this Bid shall be null and void, and the sum stipulated in the attached Bid Bond (or official bank check) shall be forfeited to the County as liquidated damages.

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

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

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

Signed, sealed, and dated this _____ day of _____, 20____.

By: _____ (SEAL)
Signature

Print Name of Signer

Title of Signer

Name of Business Entity Submitting Bid

Bidder's Street Address

Bidder's City, State and Zip Code

Bidder's Phone Number

Bidder's Fax Number

Bidder's E-Mail Address

ATTACHMENT A-1 (if applicable)

Alternates/Substitutes

BID PRICE FORM

*****BID PRICE FORM MUST BE SUBMITTED IN A SEPARATE SEALED ENVELOPE OR BIDDER WILL BE DEEMED NON-RESPONSIVE AND WILL NOT BE CONSIDERED FOR AWARD***DO NOT INCLUDE ON USB FLASH DRIVE**

TO: The Governing Authority of DeKalb County, Georgia

The undersigned, as Bidder, declares that he has carefully examined the Bid Document Package for ITB No. 23-101610, NH Scott Pool Renovation, an annexed proposed form of Contract, the Specifications therein contained, and the Drawings therein referred to, and that he proposes and agrees that if his Bid is accepted, to provide the necessary machinery, tools, apparatus, and other means of construction, and will furnish all materials and labor specified in the Contract, or called for by the Drawings, or necessary to complete the Work in the manner therein specified within the time specified, as therein set forth for the following lump sum amount which sum is hereinafter referred to as the "Base Bid." The Base Bid includes and encompasses the cost of all labor, materials, equipment, tools, supervision, scheduling, safety program, coordination, engineering, testing, surveys, layout, cleanup, and other things and services required to complete the entire Project in strict conformity with the Drawings, Specifications, the Contract, and all addenda and authorized written clarifications issued prior to the Bid date. Without limitation, the Base Bid also includes all applicable sales and use taxes, fees, temporary lighting, heating and cooling, temporary utilities, security for the site, freight costs, handling costs, permit costs, field and main office costs, bond premiums, insurance premiums, direct and indirect administrative costs, overhead, and profit.

_____ (\$ _____)
)
(State amount in words on this line) (In figures)

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

If this Bid shall be accepted by DeKalb County and the undersigned shall fail to execute a satisfactory contract in the form of said proposed Contract, give satisfactory Performance and Payment Bonds, or furnish satisfactory proof of the insurance required, as stated in the Instructions to Bidders attached hereto within ten (10) days from the Notice of Award of the Contract, then the County may at its option, determine that the undersigned abandoned the Contract and thereupon this Bid shall be null and void, and the sum stipulated in the attached Bid Bond (or official bank check) shall be forfeited to the County as liquidated damages.

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

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

Signed, sealed, and dated this _____ day of _____, 20 ____.

By: _____ (SEAL)
Signature

Print Name of Signer

Title of Signer

Name of Business Entity Submitting Bid

Bidder's Street Address

Bidder's City, State and Zip Code

Bidder's Phone Number

Bidder's Fax Number

Bidder's E-Mail Address

ATTACHMENT B

BID BOND FORM

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 Bid good and lawful money of the United States of America, to be paid upon demand of DeKalb County, Georgia, to which payment well and truly to be made we bind ourselves, our heirs, executors, administrators, and assigns, jointly and severally and firmly by these presents.

WHEREAS, the Principal is about to submit, or has submitted to DeKalb County, Georgia, a Bid for (*NH SCOTT POOL RENOVATION*) _____

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

NOW, THEREFORE, the conditions of this obligation are such that if the Bid be accepted within sixty (60) days of the Bid opening, the Principal shall execute a Contract in accordance with the Bid and upon the terms, conditions, and prices set forth therein, and in the form and manner required by DeKalb County, Georgia, and within ten (10) days from the date of Notice of Award of the Contract, execute a sufficient and satisfactory Performance Bond and Payment Bond payable to DeKalb County, Georgia, each in an amount of one hundred percent (100%) of the total Contract Price, in form and with security satisfactory to DeKalb County and furnish satisfactory proof of the insurance required, then this obligation to be void; otherwise, to be and remain in full force and virtue in law; and the Surety shall, upon failure of the Principal to comply with any or all of the foregoing requirements within the time specified above, immediately pay to the aforesaid DeKalb County, Georgia, upon demand, the amount hereof in good and lawful money of the United States of America, not as a penalty, but as liquidated damages.

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

PRINCIPAL

By: _____ (SEAL)
Signature of Principal

Print Name and Title of Authorized Signer

Print Name of Principal Business

ATTEST:

Corporate Secretary

SURETY

By: _____ (SEAL)
Signature of Surety (by Power of Attorney)

Print Name and Title of Authorized Signer

Print Name of Surety Business

WITNESS:

ATTACHMENT B-1 (if applicable)

Alternatives/Substitutes

BID BOND FORM

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 Bid good and lawful money of the United States of America, to be paid upon demand of DeKalb County, Georgia, to which payment well and truly to be made we bind ourselves, our heirs, executors, administrators, and assigns, jointly and severally and firmly by these presents.

WHEREAS, the Principal is about to submit, or has submitted to DeKalb County, Georgia, a Bid for (*NH SCOTT POOL RENOVATION*) _____

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

NOW, THEREFORE, the conditions of this obligation are such that if the Bid be accepted within sixty (60) days of the Bid opening, the Principal shall execute a Contract in accordance with the Bid and upon the terms, conditions, and prices set forth therein, and in the form and manner required by DeKalb County, Georgia, and within ten (10) days from the date of Notice of Award of the Contract, execute a sufficient and satisfactory Performance Bond and Payment Bond payable to DeKalb County, Georgia, each in an amount of one hundred percent (100%) of the total Contract Price, in form and with security satisfactory to DeKalb County and furnish satisfactory proof of the insurance required, then this obligation to be void; otherwise, to be and remain in full force and virtue in law; and the Surety shall, upon failure of the Principal to comply with any or all of the foregoing requirements within the time specified above, immediately pay to the aforesaid DeKalb County, Georgia, upon demand, the amount hereof in good and lawful money of the United States of America, not as a penalty, but as liquidated damages.

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

PRINCIPAL

By: _____ (SEAL)
Signature of Principal

Print Name and Title of Authorized Signer

Print Name of Principal Business

ATTEST:

Corporate Secretary

SURETY

By: _____ (SEAL)
Signature of Surety (by Power of Attorney)

Print Name and Title of Authorized Signer

Print Name of Surety Business

WITNESS:

**ATTACHMENT C
CONTRACTOR AFFIDAVIT**

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

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

BY: _____
Authorized Officer or Agent
Authorization (Bidder's Name)

Federal Work
Enrollment Date

Title of Authorized Officer or Agent of Bidder

Identification Number

Printed Name of Authorized Officer or Agent

Address (* do not include a post office box)

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE

_____ DAY OF _____, 20

Notary Public

My Commission Expires: _____

**ATTACHMENT D
SUBCONTRACTOR AFFIDAVIT**

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

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

Federal Work Authorization
Enrollment Date

Title of Authorized Officer or Agent of Bidder

Identification Number

Printed Name of Authorized Officer or Agent

Address (* do not include a post office box)

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

Notary Public
My Commission Expires: _____

****If more than one subcontractor is being utilize, a Subcontractor Affidavit MUST be submitted for each.****

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

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 BIDDER

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

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

This _____ day of _____, 20____.

By: _____ (Corporate Seal)
Secretary

ATTACHMENT F-1
CERTIFICATE OF AUTHORITY – JOINT VENTURE
(Separate Certificate to be submitted by each joint venture partner)

I, _____, ⁽¹⁾ certify that:

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

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

This _____ day of _____, 20____.

By: _____
Signature of Person Executing Certification

INSTRUCTIONS FOR COMPLETION OF THIS CERTIFICATE:

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

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

ATTACHMENT G

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

EXHIBIT 1

First Source Jobs Ordinance Acknowledgement

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

CONTRACTOR OR BENEFICIARY INFORMATION:

 Contractor or Beneficiary Name (Signature)

 Contractor or Beneficiary Name (Printed)

 Title

 Telephone

 Email

 Name of Business

Please answer the following questions:

1. How many job openings do you anticipate filling related to this contract?
2. How many incumbents/existing employees will retain jobs due to this contract?

DeKalb Residents: _____ Non-DeKalb Residents: _____

3. How many work hours per week constitutes Full Time employment?

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

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

FIRST SOURCE JOBS ORDINANCE INFORMATION
EXHIBIT 2

NEW EMPLOYEE TRACKING FORM

Name of Bidder _____

Address _____

E-Mail _____

Phone Number _____

Fax Number _____

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

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

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

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

BUSINESS SERVICE REQUEST FORM

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

DATE: _____ FEDERAL TAX ID: _____ WEBSITE: _____

COMPANY NAME: _____

ADDRESS: _____

(WORKSITE ADDRESS IF DIFFERENT): _____

CONTACT _____

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 AVAILABLE: _____ TARGET START DATE: _____

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 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.

B-001

Revised February 2021

FIRST SOURCE JOBS ORDINANCE INFORMATION

EXHIBIT 4

EMPLOYMENT ROSTER

DeKalb County

Contract Number: _____

Project Name: _____

Contractor: Date: _____

Name	Position:	Start Date	Hourly Rate of Pay	Hired for this Project? (yes/no)	Anticipated Length of Employment (Months)	% of Time Dedicated to the Project	Full or Part Time? (No. of Hours)	Georgia County of Residency

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.

CONTRACTOR & SUBCONTRACTOR EVIDENCE OF COMPLIANCE:

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

¹ O.C.G.A. § 13-10-91, as amended

BIDDER'S AFFIDAVIT OF COMPLIANCE WITH O.C.G.A. §13-10-91

By executing this affidavit, the undersigned verifies its compliance with O.C.G.A. § 13-10-91, as amended, stating affirmatively that the Bidder submitting a Bid to DEKALB COUNTY, GA, a political subdivision of the State of Georgia, has registered with and is participating in a federal work authorization program, 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, as amended. The undersigned further verifies that it will continue to use the federal work authorization program for the Contract Term, and it will only contract with Subcontractors who have registered for the federal work authorization program. The undersigned 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 Company

Name of Contractor

NH Scott Pool Renovation
Name of Project

DeKalb County 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:

STATE OF GEORGIA
COUNTY OF DEKALB

**CONTRACTOR AFFIDAVIT AND
OATH OF SUCCESSFUL BIDDER**

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

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

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

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

By: _____
Signature

Print Name of Affiant

Print Title of Affiant

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

NOTARY PUBLIC
My Commission Expires:

Contractor Reference Form and Reference Check Release Statement

List below at least five (5) references, including company name, contact name, address, email address, telephone numbers and contract period who can verify your experience and ability to perform the type(s) of product(s)/ service(s) listed in the solicitation.

Company Name	Contract Period
Contact Person Name and Title	Telephone Number (include area code)
Email Address	
Project Name/Location/Description of Work:	
Final Construction Cost:	Date of Completion:
Water Surface Area and Depth:	Superintendent Name:

Company Name	Contract Period
Contact Person Name and Title	Telephone Number (include area code)
Email Address	
Project Name/Location/Description of Work:	
Final Construction Cost:	Date of Completion:
Water Surface Area and Depth:	Superintendent Name:

Company Name	Contract Period
Contact Person Name and Title	Telephone Number (include area code)
Email Address	
Project Name/Location/Description of Work:	
Final Construction Cost:	Date of Completion:
Water Surface Area and Depth:	Superintendent Name:

Contractor Reference Form and Reference Check Release Statement

List below at least five (5) references, including company name, contact name, address, email address, telephone numbers and contract period who can verify your experience and ability to perform the type(s) of product(s)/ service(s) listed in the solicitation.

Company Name	Contract Period
Contact Person Name and Title	Telephone Number (include area code)
Email Address	
Project Name/Location/Description of Work:	
Final Construction Cost:	Date of Completion:
Water Surface Area and Depth:	Superintendent Name:

Company Name	Contract Period
Contact Person Name and Title	Telephone Number (include area code)
Email Address	
Project Name/Location/Description of Work:	
Final Construction Cost:	Date of Completion:
Water Surface Area and Depth:	Superintendent Name:

REFERENCE CHECK RELEASE STATEMENT

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

Signed _____
 (Authorized Signature of Proposer)

Company Name _____

Authorized Representative Name: _____

Title: _____

SubContractor Reference Form and Reference Check Release Statement

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

Company Name	Contract Period
Contact Person Name and Title	Telephone Number (include area code)
Email Address	
Project Name/Location/Description of Work:	
Final Construction Cost:	Date of Completion:

Company Name	Contract Period
Contact Person Name and Title	Telephone Number (include area code)
Email Address	
Project Name/Location/Description of Work:	
Final Construction Cost:	Date of Completion:

Company Name	Contract Period
Contact Person Name and Title	Telephone Number (include area code)
Email Address	
Project Name/Location/Description of Work:	
Final Construction Cost:	Date of Completion:

REFERENCE CHECK RELEASE STATEMENT

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

Signed _____
 (Authorized Signature of Subcontractor)

Company Name _____

Authorized Representative Name: _____

Title: _____

ATTACHMENT H

If the superintendent's qualifications are within the 5 listed projects above, then the table below does not need to be completed. If their qualifications are not adequate, then the below table must be used in order to satisfy the requirement.

SUPPLEMENTAL TABLE OF EXPERIENCE FOR SUPERINTENDENT IF PERFORMED WITH A DIFFERENT PRIME					
PROJECT NAME / DESCRIPTION OF WORK	LOCATION	WATER SURFACE AREA AND DEPTH	PRIME CONTRACTOR	REFERENCE: CONTACT NAME AND PHONE NO.	YEAR OF COMPLETION (MUST BE IN THE LAST 10 YRS)
1.					
2.					
3.					
4.					
5.					

REQUIRED DOCUMENTS CHECKLIST

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

Bid Page No.	Title	Check This Box If Included With Bid
	One Original, One Copy of ITB (copy to be on Flash Drive)(do not include Bidder's Price Schedule on Flash Drive)*	
3	Bid Acknowledgement Form*	
7	General Contractors License*	
24-28	Attachment A, Bid Price Form (separate, sealed envelope)*	
29-30	Attachment B, Bid Bond Form*	
31-33	Attachment A-1, Bid Price Form (alternates)(separate, sealed envelope)(if applicable)*	
34-35	Attachment B-1, Bid Bond Form (alternates)(if applicable)*	
36	Attachment C, Contractor Affidavit*	
37	Attachment D, Subcontractor Affidavit, if applicable**	
38	Attachment E, Sub-Subcontractor Affidavit, if applicable **	
39	Attachment F, Certificate of Corporate Bidder*	
40	Attachment F-1, Certificate of Authority – Joint Venture* (if applicable)	
41-45	Attachment G, WorkSource DeKalb (with Exhibits 1-4)	
46	Bidder's Affidavit of Compliance with O.C.G.A §13-10-91*	
47	Contractor Affidavit and Oath of Successful Bidder*	
48-49	Contractor Reference and Release Form*	
50	Subcontractor Reference and Release Form, if applicable**	
51	Project Superintendent information and Supplemental Table(s)*	
52-53	Required Documents Checklist	
54-109	Any proposed revision to the term or language to the Standard County Contract*(if any)	
19	CPO (Certified Pool Operator) or have an AFO (Aquatic Facility Operator) certification*	

REQUIRED DOCUMENTS CHECKLIST (CONT'D)

	Any proposed alternative or substitution to materials*	
	Copy of Level 1A - Fundamentals of the Georgia Erosion and Sediment Control Certificate*	

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

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

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

Printed Name

Signature

Bidder's Company Name

Technical Specifications:

<https://sftp.dekalbcountyga.gov/f/f106fb637aaef78>

Drawings:

<https://sftp.dekalbcountyga.gov/f/6a2c72ed1bc9e5f3>

Please review this SAMPLE COUNTY CONTRACT, any exceptions to the terms and conditions must be submitted with your response.

STATE OF GEORGIA

COUNTY OF DEKALB

CONTRACT FOR CONSTRUCTION

THIS CONTRACT, made as of this ____ day of _____, 20____, (hereinafter called the “execution date”) by and between, **DEKALB COUNTY**, a political subdivision of the State of Georgia (hereinafter called the “County”) and _____, a _____ organized pursuant to the laws of the State of _____ (hereinafter called the “Contractor”).

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 Specifications and the Drawings included in the Bid Document Package. The Contractor agrees to complete the Work in a good, firm, substantial and workmanlike manner in strict conformity with this Contract.

(1) The Work relates to the following Project:

(2) Work not included in this Contract (*if applicable*):

B. Unless otherwise stipulated, the Contractor shall furnish all of the Work in accordance with the Contract and all incidental work necessary to complete the Project in an acceptable manner, ready for use, occupancy, or operation by the County. The Contractor shall be responsible for the entire Work and every part thereof.

II. TIME, TERM AND LIQUIDATED DAMAGES

A. **Contract Time.** The Contractor shall commence the Work under this Contract within ten (10) days from the date on the Notice to Proceed. Contractor shall fully complete the Work within _____ calendar days from and including the date on the Notice to Proceed. If the Change Order only seeks to extend the Contract Time, it may be approved and executed by the DeKalb County Chief Executive Officer or his/her designee and the Contractor in accordance with the terms of this Contract.

Revised 10/23/2018 P&C

B. **Contract Term.** As required by O.C.G.A §36-60-13, this Contract shall commence immediately upon the execution date. This Contract shall (i) terminate without further obligation on the part of the County each and every December 31st, as required by O.C.G.A. § 36-60-13, as amended, unless terminated earlier in accordance with the termination provisions of this Contract; (ii) automatically renew on each January 1st, unless terminated in accordance with the termination provisions of this Contract; and (iii) terminate absolutely, with no further renewals, on December 31, 20___, unless extended by Change Order adopted and approved by the DeKalb County Governing Authority and the Contractor in accordance with the terms of this Contract.

OR

B. **Contract Term.** *(May be used for public works construction contracts for waste-water treatment, storm-water, water or sewer system or any combination of such systems)* As allowed by O.C.G.A. §36-60-15.1, this Contract shall commence immediately upon the execution date. This Contract shall terminate without further obligation on the part of the County, with no further renewals, on _____, 20___, unless extended by Change Order adopted and approved by the DeKalb County Governing Authority and the Contractor in accordance with the terms of this Contract.

C. **Liquidated Damages.** The Contractor acknowledges that time is of the essence with respect to the Work governed by this Contract. Contractor acknowledges and recognizes that if it fails to achieve Substantial Completion of any portion of the Work within the Contract Time as may be extended in accordance with the terms of this Contract, the County will sustain substantial losses as a result of such failure. The Contractor further acknowledges that the County will suffer damages that are difficult if not impossible to accurately estimate. Contractor shall pay liquidated damages of _____ Dollars (\$_____) for each day that Substantial Completion of the Work is delayed past the Contract Time. The Contractor agrees that the foregoing rate is a reasonable pre-estimate of the probable damages that the County will suffer if Substantial Completion is delayed, and said daily rate is intended to compensate the County for its damages and is not intended to penalize the Contractor for its delay. The County may deduct such liquidated damages from any unpaid amounts then or thereafter due the Contractor under this Contract. Any liquidated damages not deducted from any unpaid amounts due the Contractor are payable to the County at the County’s demand, together with interest from the date of the demand at a rate equal to seven percent (7%) per annum.

III. PAYMENT

A. **Contract Price.** As full payment for the faithful performance of this Contract, the County shall pay the Contractor, the Contract Price, which is an amount not to exceed _____ (\$_____), unless changed by written Change Order in accordance with the terms of this Contract. The term “Change Order” includes the term “amendment” and shall mean a written order authorizing a change in the Work, and an adjustment in Contract Price to Contractor or the Contract Term, as adopted and approved by the Contractor and the DeKalb County Governing Authority, or the Chief Executive Officer, if exempted from

Governing Authority adoption and approval in accordance with the express terms of this Contract. The Chief Executive Officer or his/her designee shall have the authority to approve and execute a Change Order lowering the Contract Price or increasing the Contract Price up to twenty percent (20%) of the original Contract Price, provided that the total amount of the increase authorized by such Change Order is less than \$100,000.00. If the original Contract or Purchase Order Price does not exceed \$100,000.00, but the Change Order will make the total Contract Price exceed \$100,000.00, then the Change Order will require approval by official action of the Governing Authority. Any other increase of the Contract Price shall be by Change Order adopted and approved by the DeKalb County Governing Authority and the Contractor in accordance with the terms of this Contract. Amounts paid to the Contractor shall comply with and not exceed Attachment A, the 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) Ten percent (10%) of each partial payment shall be withheld as retainage until the value of fifty percent (50%) of the Contract Price, including Change Orders and other authorized additions provided in the Contract, is due;
- (2) When fifty percent (50%) of the Contract Price, as described above, becomes due and the manner of completion of the Work and its progress, quality, schedule are reasonably satisfactory to the County, and there are no outstanding claims by the Contractor, Subcontractors, lower tier subcontractors, as that term is defined by state law, or Suppliers, the withholding of retainage shall be discontinued.
- (3) If after discontinuing retainage, the County determines that the Work is unsatisfactory or has fallen behind schedule, withholding of ten percent (10%) of each request for payment may be resumed. When the Work has reached Substantial Completion and the County determines the Work to be reasonably acceptable, the Contractor shall submit an invoice or other documents as may be required and receive payment of retainage within thirty (30) days. If minor items remain incomplete at that time, an amount equal to two hundred percent (200%) of the value of each item, as determined by the County, shall be withheld until such items are completed.

- (4) The Contractor shall within ten days from the Contractor's receipt of each payment from the County pass through payments to Subcontractors and shall reduce each Subcontractor's retainage in the same manner as the Contractor's retainage is reduced by the County. The Subcontractor shall, within ten 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.
- (6) *For contracts relating to the installation, extension, improvement, maintenance or repair of any water or sewer facility add the following provision:* As required by O.C.G.A. § 13-10-81, Retainage shall be invested by the County at the current market rate and any interest earned on the retained amount shall be paid to the Contractor when the Project has been completed within the time limits specified and for the price specified in this Contract or in change orders approved in accordance with the terms of this Contract, upon the County's receipt of certification by the engineer in charge of the Project in the manner and form required by O.C.G.A. §13-10-81.

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

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

Insert User Department Address here.
- (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
The Maloof Center
1300 Commerce Drive, 6th Floor
Decatur, Georgia 30030

and

Executive Assistant
The Maloof Center
1300 Commerce Drive, 6th Floor
Decatur, Georgia 30030

With a copy to:

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

With a copy to:

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 B.
- 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 C.
- 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 D.

VI. CORPORATE AUTHORITY

Contractor agrees to execute the Certificate of Corporate Authority, attached hereto as Attachment E. 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 F and a payment bond, attached hereto as Attachment G, 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 H. 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.

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 Center
1300 Commerce Drive, 2nd Floor
Decatur, Georgia 30030

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

IX. ATTACHMENTS

- 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 Affidavit.
 - Attachment C, Subcontractor’s Affidavit(s).
 - Attachment D, Sub-subcontractor’s Affidavit(s).
 - Attachment E, Certificate of Corporate Authority or Joint Venture Certificates
 - Attachment F, Performance Bond and Accompanying Power of Attorney
 - Attachment G, Payment Bond and Accompanying Power of Attorney
 - Attachment H, Copies of Required Insurance policies with Declarations Page(s)
- B. In addition to the foregoing, the Bid Document Package dated _____, the original of which is maintained in the County’s Department of Purchasing and Contracting, forms an essential part of this Contract as if fully set out herein.

IX. FUNDING CLAUSE
(If Applicable)

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

X. FEDERAL AND/OR STATE FUNDING/LAW
(If Applicable)

Insert any requirements pertaining to Federal and/or State funding requirements or other legal requirements.

[SIGNATURES APPEAR ON NEXT PAGE]

SAMPLE

IN WITNESS WHEREOF, the parties hereto have set their hands and caused their seals to be affixed hereupon in four (4) counterparts, each to be considered as an original by their authorized representatives.

NAME OF CONTRACTOR

DEKALB COUNTY, GEORGIA

By: _____
Signature (SEAL)

_____ **by Dir.**(SEAL)

MICHAEL L. THURMOND
Chief Executive Officer
DeKalb County, Georgia

Name (Typed or Printed)

Date

Title

Federal Tax I.D. Number

Date

ATTEST:

ATTEST:

Signature

BARBARA H. SANDERS, CCC
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:

DeKalb County Department
Director

County Attorney Signature

County Attorney Name
(Typed or Printed)

ATTACHMENT A

GENERAL REQUIREMENTS

INDEX TO GENERAL REQUIREMENTS

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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.....
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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.....
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GR-32	Utilities During Construction.....
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GR-38 Barricades
GR-39 No Third-Party Beneficiary.....
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GR-42 Prior Contracts; Conflict in Documents.....
GR-43 Entire Agreement.....
GR-44 Counterparts.....
GR-45 Venue
GR-46 Right to Audit.....

SAMPLE

GR-1. DEFINITIONS OF TERMS

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

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

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

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

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

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

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

“Contract” or “Agreement” shall consist of the written Contract executed by the parties, all attachments to the Contract, Change Orders, Field Orders, and the Bid Document Package. The intent of these documents is for the Contractor to furnish all materials, appliances, tools, labor and services of every kind necessary for the proper execution of the Work, and the terms and conditions of payment therefore.

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

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

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

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

“County” shall mean DeKalb County, Georgia.

“Day(s)” shall mean calendar day(s).

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

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

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

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

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

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

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

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

“Submittals” shall mean all shop drawings, diagrams, illustrations, brochures, schedules, samples, and other data which are prepared by the Contractor, a Subcontractor, manufacturer,

Supplier, or distributor, which illustrate how specific portions of the Work shall be fabricated or installed.

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

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

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

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

GR-2. PRIOR USE BY COUNTY

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

GR-3. CONTRACTOR’S OBLIGATIONS

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

GR-4. AUTHORITY OF THE COUNTY

- A. The Contractor shall perform all of the Work under the general direction, and to the entire satisfaction, approval, and acceptance of the County. The County shall decide all questions relating to measurements of quantities, the character and

acceptability of the Work performed, and as to whether the rate of progress is such that the Work will be completed within the time limit of the Contract. All questions as to the meaning of the Drawings and the Specifications will be decided by the County.

- B. The approval of the County of any materials, plant, equipment, Drawings, or of any other items executed, or proposed by the Contractor, shall be construed only to constitute an approval of general design. Such approval shall not relieve the Contractor from the performance of the Work in accordance with the Contract, or from any duty, obligations, performance guarantee, or other liability imposed upon him by the provisions of the Contract.
- C. Whenever in this Contract, the words “directed,” “required,” “permitted,” “ordered,” or words of like import are used, it shall be understood that the direction, requirement, permission, or order of the County is intended, and similar words, “approved,” “acceptable,” “satisfactory,” or words of like import shall mean approved by, acceptable to, or satisfactory to the County.

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

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

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

GR-6. TIME FOR COMPLETION

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

abnormal for the period of time, could not have been reasonably anticipated and had an adverse effect on the scheduled construction activities. The Contractor shall be entitled to an extension of the Contract Time only for extraordinary adverse weather conditions that unavoidably delay activities scheduled at that time, and then only for the number of days of delay which are due solely to such extraordinary adverse weather conditions. The Contractor is not entitled to any costs associated with extraordinary adverse weather conditions.

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

GR-7. SCHEDULES, REPORTS, AND RECORDS

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

manufacturing, fabrication, the installation of materials, supplies and equipment, testing, start-up, and training.

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

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

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

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

- 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 Bid to the Contract; or
 2. The Contractor shall have obtained advance written approval from the County.
- B. The Contractor further understands and agrees that any work on this Project, which the Contractor secures in violation of this General Requirement, shall be deemed a donation from the Contractor for which the County shall not be

obligated to pay. Nothing contained in this Contract shall create any contractual relation between any Subcontractor and the County. Upon request, Contractor shall provide the County with copies of each of its contract(s) and amendments with each Subcontractor.

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

GR-13. ASSIGNMENTS

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

GR-14. INDEMNIFICATION AND HOLD HARMLESS

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

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

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

GR-15. ROYALTIES AND PATENTS

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

GR-16. LAWS AND REGULATIONS

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

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

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

GR-17. PERMITS AND INSPECTION FEES

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

GR-18. LAND AND RIGHTS-OF-WAY

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

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

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

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

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

GR-20. PROHIBITED INTERESTS

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

GR-21. FIRST SOURCE JOBS ORDINANCE

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

GR-22. FOREIGN CORPORATIONS

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

GR-23. SPECIFICATIONS AND DRAWINGS

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

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

- I. Notwithstanding the appearance of such language in the various sections of the Specifications as, “The Paving Contractor,” “The Grading Contractor,” etc., the Contractor is responsible to the County for the entire Contract and the execution of all Work referred to in the Contract.

GR-24. CONTRACTOR’S SUBMITTALS

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

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

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

GR-25. AS-BUILT DRAWINGS

The Contractor shall maintain a red-lined set of drawings on site during the progress of the Work, indicating any Field Orders, Change Orders and the location of the portion of the Work or equipment actually installed. The Contractor shall, upon completion of the Work, furnish a marked set of reproducible drawings indicating any field changes and the location of Work as actually installed, if different from the requirements of the Contract, and deliver them to

the County in hard copy as well as an electronic copy compatible with the County's software and hardware system.

GR-26. EXAMINATION OF WORK BY CONTRACTOR

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

GR-27. INSPECTION AND TESTING OF MATERIALS

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

GR-28. INSPECTION OF WORK

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

work, any materials and construction thereof, the decisions of the County shall be final and conclusive and binding upon all parties to the Contract.

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

GR-29. REQUESTS FOR SUBSTITUTIONS

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

- (6) Proposals for substitutions must be submitted in triplicate to the County in sufficient time to allow the County no less than ten (10) working days for review; and
 - (7) No substitutions will be considered or allowed without the Contractor's submittal of complete substantiating data and information as stated hereinbefore.
- B. Substitutions and alternates may be rejected at the County's discretion without explanation and will be considered only under one or more of the following conditions:
- (1) Required for compliance with interpretation of code requirements or insurance regulations then existing;
 - (2) Unavailability of specified products, through no fault of the Contractor; or
 - (3) Subsequent information discloses inability of specified products to perform properly or to fit in designated space;
 - (4) Manufacturer/fabricator refuses to certify or guarantee performance of specified product as required; and
 - (5) When in judgment of the County, that a substitution would be substantially to the County's best interests, in terms of costs, time, or other considerations.
- C. Whether or not any proposed substitution is accepted by the County, the Contractor must reimburse the County for any fees charged by the Architect or other consultants for evaluating each proposed substitute. By making requests for substitutions based on the above, the Contractor:
- (1) Represents and warrants that the Contractor has personally investigated the proposed substitute product or Subcontractor and determined that it is equal or superior in all respects to the product or Subcontractor previously specified;
 - (2) Represents and warrants that the Contractor will provide the same warranty for the substituted product or for the workmanship of the substituted Subcontractor, as applicable, that the Contractor would have provided for the product or Subcontractor previously specified;
 - (3) Certifies that the cost data presented, in the form of certified quotations from Suppliers of both specified and proposed equipment is complete and includes all related costs under this Contract, but excludes costs under

separate contracts, and waives all claims for additional costs related to the substitution which subsequently become apparent; and

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

GR-30. REJECTIONS OF WORK AND MATERIALS

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

GR-31. MATERIALS, SERVICES, AND FACILITIES

- A. The Contractor shall at all times employ sufficient labor and equipment for executing the Work to full completion in the manner and time specified. Failure of the Contractor to provide adequate labor and equipment shall constitute a default of the Contract. The labor and equipment to be used in the Work by the Contractor shall be sufficient to meet the requirements of the Work and shall be such as to produce a satisfactory quality of work in accordance with accepted industry practices and within the Contract Time.

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

performed, to the fullest extent reasonably possible, in such a manner that public areas adjacent to the site of the Work are free from debris, building materials and equipment likely to cause hazardous conditions. Without limitation of any other provision of the Contract, Contractor must use its best efforts to minimize any interference with the occupancy or beneficial use of any areas and buildings adjacent to the site of the Work, or the Project.

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

sheds, or storage platforms, the Contractor shall, at its own expense move same as and when directed by the County.

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

GR-32. UTILITIES DURING CONSTRUCTION

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

GR-33. TEMPORARY HEAT AND AIR CONDITIONING

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

GR-34. MAINTENANCE MANUAL

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

GR-35. WEATHER CONDITIONS

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

GR-36. LINES, GRADES, AND MEASUREMENTS

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

GR-37. CLEANING UP

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

- D. In addition to removing rubbish on a periodic basis and leaving the building broom clean, the Contractor shall clean all tile and glass; replace broken glass; remove stains, paint spots, and dirt from all Work; clean and polish all plumbing fixtures and equipment; and remove all temporary protection items. To the maximum extent reasonably possible, the Contractor shall keep the interior of the building free of combustible materials as the Work progresses.
- E. The Contractor shall maintain and keep clean at all times the immediate approach to the Project site, including the roads abutting the Project site.

GR-38. BARRICADES

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

GR-39. NO THIRD-PARTY BENEFICIARY

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

GR-40. SEVERABILITY

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

GR-41. INTERPRETATION

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

inference by operation of law or otherwise; that any provision of this Contract shall be construed against either party hereto.

GR-42. PRIOR CONTRACTS; CONFLICT IN DOCUMENTS

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

GR-43. ENTIRE AGREEMENT

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

GR-44. COUNTERPARTS

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

GR-45. VENUE

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

GR-46. RIGHT TO AUDIT

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

with Contractor's employees related to the audited records.

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

SAMPLE

ATTACHMENT B

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

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

Federal Work Authorization User Identification Number

Date of Authorization

Name of Contractor

Name of Project

Name of Public Employer

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

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

By: _____
Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

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

NOTARY PUBLIC

My Commission Expires:

ATTACHMENT C

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

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

Federal Work Authorization User Identification Number

Date of Authorization

Name of Subcontractor

Name of Project

Name of Public Employer

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

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

By: _____
Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

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

NOTARY PUBLIC
My Commission Expires:

ATTACHMENT D

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

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

Federal Work Authorization User Identification Number

Date of Authorization

Name of Sub-subcontractor

Name of Project

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

**DEKALB COUNTY, GEORGIA
CERTIFICATE OF CORPORATE AUTHORITY
(Choose Applicable Certificate)**

I, _____, certify that I am Secretary of the corporation named as Contractor herein, same being organized and incorporated to do business under the laws of the State of _____; that _____, who executed this Contract on behalf of the Contractor was, then and there, _____; and that said Contract was duly signed by said officer for and in behalf of said corporation, pursuant to the authority of its governing body and within the scope of its corporate powers.

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

This _____ day of _____, 20_____.

Secretary (Corporate Seal)

ATTACHMENT E

**DEKALB COUNTY, GEORGIA
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 F
(Consisting of 3 pages)
PERFORMANCE BOND

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

WHEREAS, the Principal has entered, or is about to enter, into a certain written contract with the County, awarded by the DeKalb County Governing Authority on _____, which is incorporated herein by reference in its entirety (hereinafter called the “Contract”), for the _____ [*insert Name of the Project*], more particularly described in the Contract (hereinafter called the “Project”); and

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

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

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

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

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

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

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

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

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

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

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

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

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

PRINCIPAL

By: _____ (SEAL)
Signature of Principal

Print Name and Title of Authorized Signer

Print Name of Principal Business

ATTEST:

Corporate Secretary

SURETY

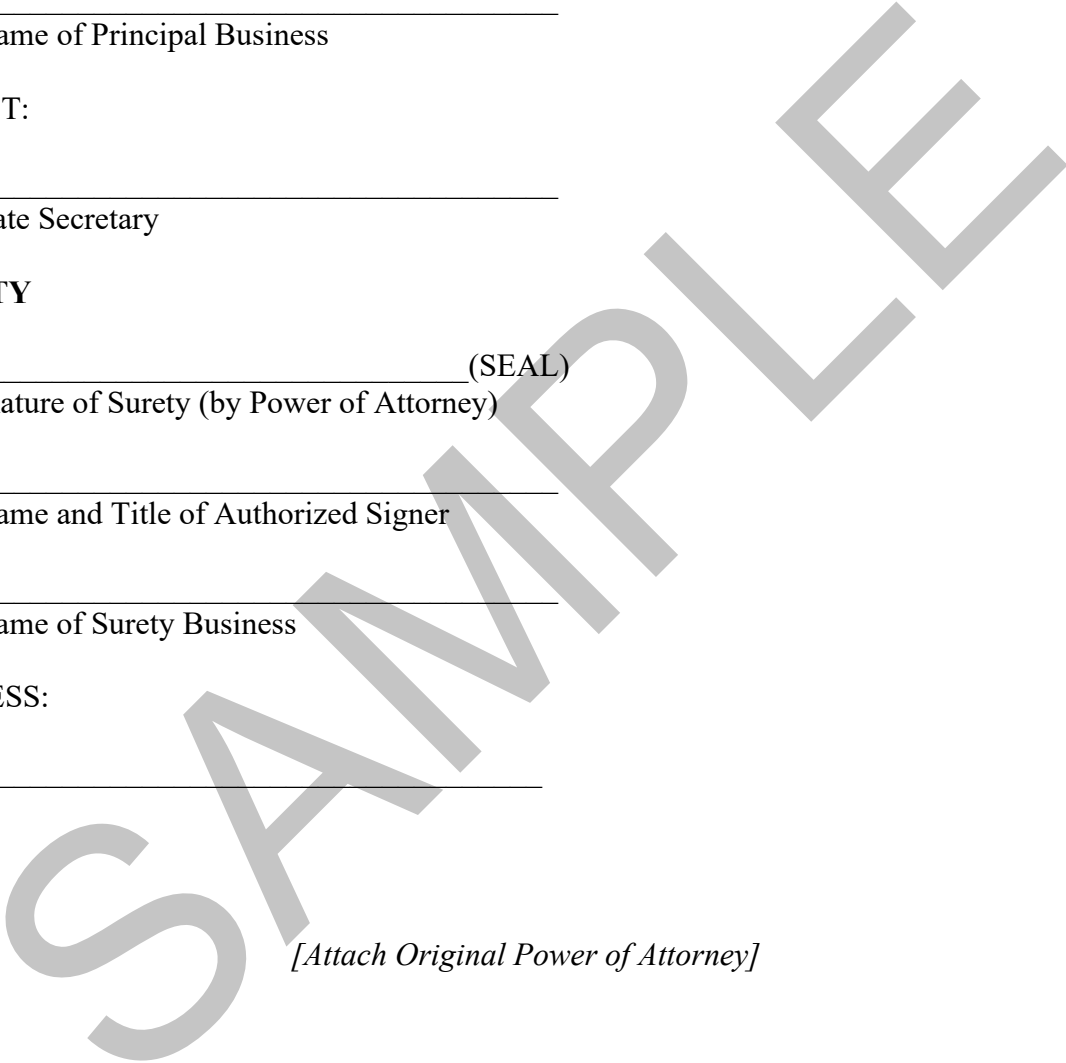
By: _____ (SEAL)
Signature of Surety (by Power of Attorney)

Print Name and Title of Authorized Signer

Print Name of Surety Business

WITNESS:

[Attach Original Power of Attorney]



ATTACHMENT G
(Consisting of 2 pages)
PAYMENT BOND

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

WHEREAS, the Principal has entered, or is about to enter, into a certain written contract with the County, awarded by the DeKalb County Governing Authority on _____ [insert date of award] which is incorporated herein by reference in its entirety (hereinafter called the “Contract”), for the construction of a project known as [insert name of project], as more particularly described in the Contract (hereinafter called the “Project”);

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

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

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

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

PRINCIPAL

By: _____ (SEAL)
Signature of Principal

Print Name and Title of Authorized Signer

Print Name of Principal Business

ATTEST:

Corporate Secretary

SURETY

By: _____ (SEAL)
Signature of Surety (by Power of Attorney)

Print Name and Title of Authorized Signer

Print Name of Surety Business

WITNESS:

[Attach Original Power of Attorney]

List of Approved Certified Pool Contractors

***This is a working list where contractors can be added or removed.**

***DeKalb County accepts certified pool contractors who have certifications from the metro counties.**

Josh Ethridge	Jessie Ethridge Pools	#60-00302 Unknown	Jepi2008@bellsouth.net	678.781.4990
Emmanuel Odai	Hilltop Pools & Spas	#60-4003 10/14/2018	manuelodai@gmail.com	770.471.3889
Greg Randolph	CSD Pools	#60-07001 Exp: 6/2/2025	gregrandolph@csdpools.com	770.527.0445
DeeWayne Gray	Iconic Designs	#60-17003 Exp:	iconicdesign@charter.net	404.557.3881
Michael Lawes	Dive In, Inc	#044-120117 Exp: 12/1/2022	michaell@divininc.com	770.828.9517
Matt Hodkinson	Artistic Pools	#60-08001 Exp: 4/1/2020	matt@artisitcpools.com	770.458.9177
Randy Chancy	Aqua Design Systems	#60-8904 Exp: 2/2/2020	rchancy@aquadesignsystems.com	770.716.5592
Gordon Mac Farlane	Aqua Unlimited	044-020617-01 Exp: 2/6/2022	gordonmac130@gmail.com	770. 841.4424
Gordi F Robinson	Cox Pools Service	044-071417-01 Exp:7/14/2022	Gordie@coxpoolsllc.com	205.567.4424
Allen S Fuller	Funn Sun Pools	044-060717-01 Exp:6/7/2022	Aquapro909@bellsouth.net	404.849.2631
J. Ryan Casserly	Westport Pools Inc.	044-020717-01 Exp: 2/7/2022	rcasserly@westportpools.com	314.220.0290
Jason S Acree	Independent	044-030617-01 Exp:3/6/2022	Jason.acree@cortlandpartners.com	770.364.7384
William Chamberlin	Original 7	044-121517-01 Exp:12/15/2022	bryan.chamberlin@original7.com	770.873.9538
James L. Fitzpatrick	Original 7	044-121517-03 Exp: 12/15/2022		
Jeromy Jones	Original 7	044-121517-02 Exp:12/15/2022		
Belda Rubio Ramirez	Independent	60-03001 Exp:3/4/2021	beldarubioramirez@gmail.com	770.688.6191
Tommy Beckwith	Architectural Fountains and Pools	60-90010 Exp: 4/12/2022	tommy@arcfp.com	678.858.6270
Jeffrey L. Turner	Independent	044-080514 Exp: 8/4/2019		

Steven Ablamsky	Lighthouse	044-092316-01 Exp: 9/23/2021	lighthousesos@yahoo.com	404.823.8736
Robert Grayson Timms	Signature Pool Designs	60-82000 Exp: 10/16/2022	graytimms@gmail.com	770.900.5210
Steve Morgan	Sunbelt Pools	60-95001 Exp: 03/21/2026	steve.morgan@sunbeltatl.com	770.455.7770
Jeff Archer	Crutchfield and Archer	60-003 Exp: 10/26/2020	jarcher@capwf.com	678.409.5632
Mike Porter	Waterworks Atlanta	60-9201 Exp: 4/3/2020	mike@waterworksatl.com	770-594-9300
Ben Belcher	Timberwolf Pools and Design	60-0002 Exp: 12/27/2019	timberwolfpools8@gmail.com	404.259.9340
Jerry Crane	Waterworks Atlanta	60-16002 Exp 6/01/2021	jerry@waterworksatl.com	770-883-8979
Corey Porter	Waterworks Atlanta	60-16001 Exp: 6/01/2021	corey@waterworksatl.com	404-663-3811
Amy Register	Mid State Pools & Spas	044-020221-01 Exp 02/02/2026	amy@midstatepools.com	478-953-7300
Charles Dalton	United Pools	044-033021-01 Exp 03/30/2026	bryan@unitedpools.com	770-871-8256



The Code of DeKalb County, Georgia

Chapter 13, Article VIII,

Sections 13-181 through 13-218

Swimming Pools, Spas and

Bathhouses

Adopted June 20, 2006

AN ORDINANCE

**A ORDINANCE TO AMEND THE CODE OF DEKALB COUNTY,
GEORGIA, CHAPTER 13, ARTICLE VIII, PERTAINING TO
SWIMMING POOLS, SPAS AND BATHHOUSES AND FOR OTHER
PURPOSES**

WHEREAS, the governing authority of DeKalb County is charged with protecting the life, health, safety, property and welfare of the citizens of DeKalb County; and

WHEREAS, the governing authority finds that with new types of pools and new devices and features being installed in pools and at water theme parks in DeKalb County, the existing pool regulations are insufficient to protect the life, health, safety and welfare of the citizens of DeKalb County; and

WHEREAS, the governing authority finds that it is necessary to require that the latest scientific methods to protect safety, guard against bodily injury, enhance bacteriological filtration, and to prevent disease transmission be employed in the operation of pools and water theme parks in DeKalb County.

NOW THEREFORE, BE IT ORDAINED, by the Governing Authority of DeKalb County, Georgia, and it is hereby ordained by the authority of same that Chapter 13, Article VIII, of the Code of DeKalb County, Georgia is hereby amended by the deletion of Sections 13-181 through 13-245 and the insertion of new sections 13-181 through 13-218 to read as follows:

PART I. ENACTMENT

By amending Chapter 13 Article VII of the DeKalb County Code by deleting the current Section 13-181 through 13-245 and by inserting in lieu thereof a new Section 13-181 through 13-218 to read as follows:

STATEMENT OF PURPOSE

This ordinance is intended to govern the construction, renovation and operation of public swimming pools, spas, bathing places and bathhouses in DeKalb County, Georgia. Unless otherwise noted, any and all references shall be deemed to be “by the department,” namely, the DeKalb County Board of Health. All elements of this article shall apply to all pools, except where additional provisions are noted for specific pool types or features.

ARTICLE VIII. SWIMMING POOLS

Sec. 13-181. Definitions

For the purposes of this article, certain terms and words are hereby defined. Where words are not therein defined, but are defined in section 1-2, those words shall have the meaning as defined therein. The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

“Abandoned pool” means a pool which the owner and/or permit holder has permanently ceased using (usually resulting in a nuisance) or a pool upon which the pool contractor or builder has ceased construction.

“Approved” means accepted or acceptable to the department based on a determination of conformity with this article and principles, practices and generally recognized standards that protect public health.

“Barrier” means a fence, wall, building wall, or combination thereof, which completely surrounds the pool area and effectively obstructs access into the pool area.

“Bather” means any person, wearing bathing attire, using a pool, spa, hot tub or other bathing facility and adjoining deck area for the purpose of water sports, recreation, therapy or related activities. Bather is also referred to as a user.

“Bathhouse” means a facility that contains toilet rooms, shower rooms, and dressing rooms to be used by swimmers before and after swimming for the purpose of dressing and/or hygienic bathing.

“Bathing load” means the maximum number of bathers allowed within the pool enclosure based on the amount of the pool’s water surface area.

“Certified Pool Contractor” means a person who:
(1) engages in the design, construction or renovation of a swimming pool governed by this article; and

- (2) has passed an examination demonstrating their familiarity with this article; and
- (3) consistently complies with this article; and
- (4) possesses a current business license and valid certification from the department.

“*Closed pool*” means a pool, including all areas within the pool enclosure, that are inaccessible to bathers by closing and securing all entry points into the pool enclosure, and is posted with a conspicuous sign “pool closed” at each entry point, as ordered by the department.

“*Deck*” means the areas immediately adjacent to a pool, including the coping, that are constructed specifically for bathers to stand, walk or sit upon.

“*Department*” means the DeKalb County Board of Health or its authorized representative(s).

“*Design Flow Rate*” means the amount of water in gallons passing a specific point in the pool’s circulation system in a given time in minutes, expressed as gallons per minute (g. p. m.).

“*Handhold / Foothold*” means any surface or object that provides a means for traversing the pool barrier, that is greater than 1¼” (one and one quarter inches) in horizontal width and/or is angled less than 45° from horizontal.

“*Hypo-chlorinator*” means a mechanical/electrical device for dispensing chlorine in a liquid state in measured doses.

“*Imminent Health Hazard*” means a threat or danger to health or safety that is considered to exist when there is evidence sufficient to show that a product, practice, circumstance, or event creates a situation that merits immediate correction or cessation of operation to prevent injury or illness.

“*Interactive play device*” means any manufactured apparatus using sprayed, jetted, or other type of water source that contacts bathers in a non-threatening manner.

“*Modification*” means any repair, change, alteration or substitution made to the pool, pool equipment, decking, bathhouse, pool barrier, or any other area or facility related thereof.

“*Major modification*” includes, but is not limited to, deck surface refinishing; filter, pump or chemical feeder replacement; bathhouse floor replacement; plumbing or hydraulic alterations or similar changes that would require a permit.

“*Minor modification*” includes, but is not limited to, replacement of pressure gauges and flow meters.

“*Multi-purpose pool*” means a pool which is designed and constructed with a combination of bathing features which includes, but is not limited to, a waterslide, diving well, zero-depth entry, and/or other similar features.

“Not open” means any pool that has been closed by the pool owner, permit holder or designee with all entry points secured and posted with a conspicuous sign that reads “Pool Closed”.

“Permit holder” means the person or entity who possesses a valid permit to operate a swimming pool and is legally responsible for the operation of the swimming pool including, but not limited to, the pool owner, agent for the pool owner, or other such authorized or designated person.

“Person” means any individual, owner, partnership, corporation, entity or association, or designee, including governmental entities.

“Pool Operator” means a person who:

- (1) has been trained as a pool operator; and
- (2) is responsible for the pool operation; and
- (3) is familiar with the pool’s systems and this article

“Private Residential Swimming Pool” means any swimming pool, as defined herein, for use by the members of a single-family residence and invited guests under the control of an individual homeowner, the use of which is not open to the general public.

“Public Spa” means any pool, and all facilities incident thereto, other than a private residential swimming pool, including, hot tubs and recreational whirlpools, primarily designed for individual or small group bathing, which may employ circulated water, tempered water, air-induced bubbles or a combination thereof, and is open for use by the general public, regardless of whether a fee is charged.

“Public Swimming Pool” means any swimming pool, as defined herein, and all facilities incident thereto, other than a private residential pool, for collective use by the general public for swimming, regardless of whether the person be owner, operator, lessor, lessee, licensor, licensee or concessionaire.

“Renovation” means any major modifications as defined in this section of an existing pool and/or facility involving replacement or reconstruction of equipment, pool surface, bathhouse, and/or deck, or similar changes.

“Ritual pool” means a pool in which only baptisms and other similar religious functions are conducted.

“Seasonal pool” means a pool that is opened for a few months during the calendar year, is then closed and reopens the next year during the same time period.

“Slip Resisting” means a surface that has been so treated or constructed to significantly reduce the chance of a user slipping. The surface shall have a minimum coefficient of friction of 0.6 and not be an abrasion hazard.

“Special purpose pool” means any pool designed and used primarily for training, medical purposes, or physical therapy, or exercise.

“Splash pool” means a pool designed and operated primarily to receive bathers from a water slide.

“Spray pool” means an artificial pool or area into which water complying with this article is jetted but is not allowed to settle.

“Surge Device” means a structure and/or mechanical means for automatically compensating for the displacement of pool water from the pool by bathers, waves or similar actions in order to maintain the pool’s normal operating water level.

“Swimming pool” or *“pool used in this definition”* means a watertight structure composed of concrete, masonry or other approved material and finish, located either indoors or outdoors, which is used or designed to be used by humans for bathing, recreation, diving or other related purposes, together with the buildings, appurtenances and equipment required or used in connection therewith. A swimming pool or pool may be publicly or privately owned, and is operated by a person, as defined in this article, regardless whether or not a fee is charged for admission and use. “Pool” also means any swimming pool, whirlpool, wading pool, spray pool, slide pool, multi-purpose pool, zero-depth entry pool, interactive play attraction, or special purpose pool. Ritual pools are excluded from this article. Pools serving two or less private residences are excluded from this article except for pool barrier/fencing and septic system review.

“Turnover rate” or *“turnover”* means the period of time required to circulate a volume of water equal to the pool capacity.

“Wading pool” means any pool used or designed to be used for dipping and bathing.

“Wave pool” means a pool that has a mechanical means for generating waves at one end of the pool, typically the deepest portion, with the undulations ending at the other end of the pool, typically a zero-depth entry point.

“Watercourse pool” means a “pool” as defined in this section in which water is moving continuously from one point to another, which users may be partially or wholly submerged, and users may float with or without inner tubes, rafts, or other similar approved water flotation devices. This type of pool is commonly known as a lazy river.

“Water slide,” “slide,” or *“flume”* means any device having a water channel, for users to enter into a splash pool.

“*Weir*” means a flap within a skimmer that adjusts automatically to small changes in water level and assures a continuous water flow to the skimmer.

“*Whirlpool*” means a pool, spa, hot tub, or other similar structure, which may be used in conjunction with tempered water and air induction or high velocity water circulation systems, and designed for use by a small number of bathers. (Whirlpools that are emptied and cleaned after each individual use are exempt from regulation under this article.)

“*Year-round pool*” means a pool that is opened and available for use throughout the calendar year.

“*Zero-depth entry pool*” means a type of pool in which the pool floor intersects the pool water surface.

Sec. 13-182. Purpose and Findings

- a.) This article contains regulations establishing minimum standards governing the use and maintenance of swimming pools and structures; establishing minimum standards governing supplied utilities and facilities and other physical things, and conditions essential to make swimming pools and surrounding premises safe, sanitary and fit for human use; establishing minimum standards governing the condition and maintenance of swimming pools and structures; fixing certain responsibilities and duties of owners, operators and attendants of swimming pools; authorizing the inspection of swimming pools and structures and providing for the condemnation of all swimming pools and structures deemed unfit for human use.
- b.) This article shall be known and may be cited as the DeKalb County swimming pool regulations.
- c.) The purpose of this article is to provide basic and uniform standards governing the construction and maintenance of swimming pools and related structures and premises located within DeKalb County, Georgia. Such purpose further provides the establishment of reasonable safeguards for the safety, health and welfare of the attendants and users thereof and of the general public.

Sec. 13-183. Permit required

- a.) *Permit required.* No person shall construct, operate or modify a pool without having first applied for and received a valid permit from the department. The permit issued shall be valid until suspended, revoked, or has expired. Failure to pay a permit fee, which includes failure due to returned checks for insufficient funds, shall be a violation of this article and shall invalidate the permit accordingly.

- b.) *Other approvals.* Any person constructing, operating or modifying a pool must comply with all other applicable regulations and codes.
- c.) *Use restrictions.* The department may set use restrictions on any pool and shall require the permit holder or authorized agent to post appropriate compliance notices conspicuously in public view. The department shall post signs or require signs to be posted prohibiting or limiting the use of any pool for non-compliance with this article. Signs that are property of the department shall be removed only by the department. No person may enter the pool enclosure while the pool is posted "Closed" except an employee or agent of the department or other authorized personnel. The pool area shall remain closed until permission to reopen is requested from the permit holder or designee and permission is granted by the department.
- d.) *Wastewater discharge.* Direct discharge of polluted waters, such as drainage from overflow facilities, filter backwash waters or contaminated pool drainage from any public or residential pool shall not be made to any outlet or to any portion of the public storm drain system, or to any natural stream or to any body of water or ground surface within the jurisdiction of the board, unless otherwise approved by the director; except that discharge from private residential pools may be discharged on the ground surface, provided the discharge is confined to the pool owner's property and does not result in a nuisance.
- e.) *Construction or modification without approval.* Any pool constructed or modified without the prior written approval of the department shall be subject to compliance with the current code.

Sec. 13-184. Compliance Requirements

- a.) *Department inspections.* The department shall conduct periodic inspections at each pool to insure that good operating practice is employed and that standards are maintained in compliance with this article. The department shall order the pool permit holder or operator to immediately cease operation whenever the department determines that the pool related facilities and/or appurtenances are not in compliance with this article, or for non-payment of fees. A fee shall be charged for each re-inspection, if necessary, after the initial and follow-up inspections following the closing of a pool. Additional inspections of a pool shall be performed as necessary to ensure compliance with this article. Representatives of the department, after proper identification, shall be permitted to enter any pool area during hours of operation for the purpose of performing inspections to determine compliance with this article.
- b.) *Inspection reports.* Findings made during an inspection shall be recorded on an inspection report form. The inspection report shall also summarize the requirements of this article. A copy of the completed inspection report form shall

be furnished to the owner, permit holder and/or designee at the conclusion of the inspection. The current inspection report shall be displayed in a conspicuous place where it is easily readable by the public upon entry into the pool area. The report is not to be removed until a new report is issued.

- c) *Additional Documentation.* In addition to the inspection report findings, other evidence of non-compliance with this article may also be documented via photographs, samples, and any other means of documentation deemed necessary by the department.
- d) *Routine Compliance.* Corrective actions for pools shall be implemented when any violations are found to exist, as outlined in the department's current "Enforcement Policy."
- e) *Imminent health hazard.* When an imminent health hazard is found to exist, corrective actions for pools shall be implemented as ordered by the department, and shall include immediate cessation of operation until the facility is determined by the department to be in compliance with all provisions of this article. Failure of the owner, permit holder and/or designee to comply with the corrective action plan and immediate cessation of operation of the pool shall subject the pool to immediate closure by the department. The following conditions shall be considered as or contributing to an imminent health hazard:
 - (1) The amount of disinfectant in the pool water is above the maximum or below the minimum level; and
 - (2) Inability to clearly see the main drain(s) or the inability to distinguish the type, shape, or number of grate openings in the pool; and
 - (3) Missing essential safety equipment, including but not limited to, life ring and/or rope, Shepherd's hook, or the existence of an inoperable pool phone; and
 - (4) Barrier not effective; and
 - (5) any other condition deemed to be an imminent health hazard by the department including, but not limited to, the following: bathing load exceeded; occurrence of fecal matter, blood or vomitus incident in the pool; sanitary facilities not functioning properly or in an unsanitary condition; safety hazards.

- f) *Procedure when infection is suspected.* When the department has reasonable cause to suspect possible disease transmission, it may require any or all of the following measures, and any other actions necessary to be taken by the permit holder or authorized agent:
- (1) The immediate exclusion of any suspected person from the pool; and
 - (2) The immediate closing of the pool concerned until, in the opinion of the department, no further danger of disease transmission or outbreak exists; and
 - (3) Adequate medical and laboratory examination as deemed necessary.
- g) *Accident reporting.* All drownings or near-drownings, and all disembowelments or near-disembowelments shall be reported in writing within twenty-four (24) hours of the occurrence to the department and shall fully describe the incident. A copy of the paramedic, EMT, medical examiner or police report, if any, shall also be forwarded to the department with the report.
- h) *Fecal or vomitus accidents.* In order to prevent a fecal or vomitus accident in a pool, the permit holder or designee shall follow the department's current "Recommendations for Reducing the Risk of E. Coli Transmission in a Swimming Pool", which is adopted and incorporated herein by this reference. The permit holder or designee shall properly eliminate the possible contamination of bathers when a fecal, vomitus or blood accident occurs in a pool, by following the department's current "Recommended Procedures for Managing Fecal Accidents or Contamination with Vomitus or Blood in a Swimming Pool", which is adopted and incorporated herein by this reference.
- i) *Suspension or Revocation of permit.* The department shall have the authority to suspend or revoke any permit for failure to comply with the provisions of this Article. When an application for a permit is denied or a permit previously granted is to be suspended or revoked, the applicant or holder of the permit must be notified in writing, specifically stating any and all reasons why the action is to be taken. Suspension is effective upon service of a written notice at the address on file with the department for the operator, permit holder or by hand delivery thereof, and pool operation must cease immediately. The notice must state the basis for the suspension and advise the owner, permit holder, or designee of the right to a preliminary hearing to be conducted by an experienced supervisory level employee of the department not directly involved in the suspension. The request for a preliminary hearing by the permit holder must be requested in writing within ten (10) days of being served with the suspension or revocation notice. If requested, the preliminary hearing must be held within twenty (20) days of the request. The formal rules of evidence will not apply, but both, the department and the owner, permit holder, or designee may present and cross examine witnesses,

introduce records and exhibits and make argument. The hearing official will be authorized to rescind or modify the suspension with conditions, or to continue the suspension, with or without conditions. If the suspension is not rescinded, the owner, permit holder or designee shall have ten (10) days to make written request for an additional evidentiary hearing before the director or her/his designee. If requested, the *de novo* evidentiary hearing must be held within thirty (30) days of the written request. If a hearing is not requested, upon correction of all violations, the owner, permit holder, or designee may request an inspection to reinstate the permit. The department may revoke any permit to operate a pool if the owner, permit holder or designee does not comply with the requirements of this article; if the operation of the facility does not comply with the requirements of this article; or if the operation of the pool otherwise constitutes an imminent health hazard or safety hazard to the public.

- j) *Service of notice.* A notice of hearing is properly served when it is hand delivered to the owner, permit holder, or designee, or when it is sent via certified or regular U.S. mail, return receipt requested, to the last known address of the owner, permit holder, or designee. A copy of the notice shall be filed in the records of the department.
- k) *Content of Notice.* All notices shall state the date, time, place, and nature of the hearing, and shall be filed in the records of the department.
- l) *Hearings.* Hearings shall be conducted at a time and place designated by the department. Any oral testimony given at a hearing shall be recorded verbatim via electronic recording device, and the hearing officer may make provisions for sufficient transcription and copies of the recording upon request. The hearing officer shall make a final determination based upon the complete hearing record and shall sustain, modify, or rescind any notice or order considered in the hearing. The decision of the hearing officer shall be final. A written report of the hearing decision shall be furnished to the owner and/or permit holder by the department.

Sec. 13-185. Construction approval

- a.) *Plan review.* Upon request, the department shall provide construction application forms and hydraulic analysis forms for the approval of pool construction. All applications and any supplemental data shall be submitted to the department for review.
 - (1) *Plan preparation.* All drawings, specifications and data as required by the department shall be prepared and submitted by a certified pool contractor.

- (2) *Plan details.* Complete plans and details of the pool construction project shall meet the requirements as set forth in the department's current, appropriate pool "Plan Review Construction Checklist" shall be accompanied by prints, including a hydraulic analysis of the pool piping and circulation equipment, samples of pool and/or flooring tiles or other surfacing materials, and manufacturer's cut sheets and/or specifications on all equipment. Prints or drawings shall comply with standard architectural/engineering practice, and shall bear identification of the certified pool contractor. Other additional data or information may be required by the department to clearly demonstrate and document the work to be undertaken. Minimum print scale shall be one-eighth inch per foot ($\frac{1}{8}'' / 1'$) architectural, or one inch per ten feet ($1'' / 10'$). A copy of approved pool plans shall be maintained on the premises in the pool office or equipment room.
- (3) *Additional data.* Additional data required by the department for the purpose of clarification, anticipated use of the pool or to support any changes in design or scope of the project must be submitted prior to issuance of a permit to construct.
- (4) *Changes to plans.* Once a construction permit has been issued for a pool, construction must be in accordance with approved plans and specifications. Should any changes in the plans become necessary during construction, a letter, describing any changes, revised plans and specifications from the certified pool contractor, shall be submitted to the department for review and approval prior to initiation of such changes. Previously submitted plans shall not be altered without prior approval from the department.
- (5) *Plan review fee.* A plan review fee shall be remitted to the department with the plans in accordance with the department's current fee schedule. A fee shall be charged for each additional major or minor plan re-submittal after the initial and follow up review in accordance with the departments' current fee schedule.
- (6) *Construction security.* All pool construction shall be identified by maintaining a visible indication of possible hazard (flagging or "caution" tape, tree save fence, etc.) until the work is completed.

- b.) *Certified pool contractor.* The certified pool contractor shall be responsible for ensuring that all pool construction is performed in accordance with this article but not for work which is outside his scope and shall be subject to the following conditions:
- (1) *Certification.* Certification shall be obtained by passing a written examination administered by the department or by a department recognized and approved for reciprocity.
 - (2) *Certification Renewal.* Renewal of certification shall be completed every five (5) years and prior to the contractor's certification anniversary. Certification renewal will be dependent upon the certified pool contractor's past performance, compliance with this article, and completion of mandatory continuing education conducted and/or accepted by the department within the five (5) year certification renewal period.
 - (3) *Fee.* A fee shall be remitted to the department with a completed application for certification. A fee shall be remitted for renewal of certification within the five (5) year period and prior to certification expiration in accordance with the department's current fee schedule.
 - (4) *Abandoned construction.* A certified pool contractor shall not abandon an incomplete installation without notification within 45 days of such event; such notification may not absolve the certified pool contractor of any liability which he/she might otherwise be subject unto for the abandonment.
 - (5) *Suspension and revocation.* A pool contractor's certificate may be suspended or revoked by the department upon a hearing to determine any violation of any of the requirements of this article pertaining to certified pool contractors.
 - (6) *Duration of suspension and revocation.* Suspension of a pool contractor's certification shall be levied for a minimum of one year. Revocation of a contractor's certificate shall be levied for a minimum of five years. Two suspensions within a five-year period shall be grounds for permanent revocation. A pool contractor with a suspended or revoked certificate shall not be allowed to submit plans for construction nor construct any pool covered by this article.

- (7) *Appeal.* A certified pool contractor may appeal in writing prior to the effective date of the suspension or revocation of their certificate. If notice of appeal of the pool contractor is timely filed with the department he or she will be afforded an opportunity for a hearing before this department to show cause why this certificate should not be suspended or revoked. The decision by the department shall be based on the certified pool contractor's performance and shall be final.
- (8) *Listing.* The department shall maintain a current listing of certified pool contractors which shall include their last known mailing address.
- (9) *Inactivity or change.* A certified pool contractor who has not presented pool construction plans in the metro Health Districts for a period of two years or longer must be re-certified prior to the department's acceptance of their submittal of plans or applications to construct pools. Any certified pool contractor who has a change in employment or address must notify the department in writing within thirty (30) calendar days from the date of the change.
- (10) *Inspections.* A certified pool contractor must request a piping inspection and pressure test, a final construction inspection and, if necessary, any re-inspection of a newly constructed pool that they are responsible for prior to issuance of a permit to operate. A permit to operate will not be issued until all required inspections are completed. The certified pool contractor or his or her authorized representative shall be present at the site for each of these inspections.
- (11) *Instructions.* Upon completion of construction and/or prior to the operation of any pool, the certified pool contractor shall give the permit holder complete oral and written operational instructions for the pool, on all of the pool equipment, on water chemistry, maintenance procedures, and other related information.

- c.) *Preliminary plan review.* The owner or agent for the owner may request a preliminary review of the plans by the department without obtaining a permit to construct the pool. A fee shall be charged for this consultation service, in accordance with the department's current fee schedule.
- d.) *Other agencies' approvals.* All work must be inspected and approved by all appropriate agencies prior to issuance of a permit to operate.
- e.) *Piping inspection.* All pool piping shall be completely exposed and subject to an induced, static water, air, or water/air pressure test at a minimum of fifty pounds per square inch (50 p.s.i.) for a minimum of thirty (30) minutes and shall be inspected by the department prior to being covered by earth, deck or the pool structure. If there are any variations from the approved plans and specifications, such variations must be brought into conformance by the certified pool contractor in accordance with the approved plans. Plans and specifications detailing the variations or changes must be submitted for a construction permit revision prior to continuance of construction.
- f.) *Final construction inspection.* The department shall conduct an inspection before final pool construction approval. If the construction is not approved on the initial inspection and first follow-up inspection, then a fee shall be charged for each additional inspection until a final approval is granted.
- g.) *Invalid permit.* If construction is not commenced within one year from the date of approval, the construction permit expires and the project must be resubmitted to the department for approval. A written request for an extension of time prior to the expiration of the permit to commence construction may be approved by the department if no changes to the project are proposed or required.

Sec. 13-186. Modification approval.

- a.) *Modification approval.* An application to modify a pool must be submitted to and approved by the department prior to the modification being made. All modifications shall be in accordance with plans and specifications approved by the department. Changes in an approved project may be made only after written approval and the written consent of the department. Any additional data required by the department for purpose of clarification, anticipated use or to support the design or scope of the project must be submitted prior to issuance of a permit to modify. Permits to modify are not transferable. A permit to modify a pool is required before any major modification. Modification permits shall be effective for twelve (12) months from date of issuance or until the expiration date on the permit. Written notification shall be made to the department for all other modifications. Replacement of existing equipment with the same equipment

(i.e., same manufacturer, model number and capacity) will not require a permit to modify. If the replacement equipment is not the same as the existing equipment, then a permit, along with submittal of the fee, specification sheet(s), and any other data deemed necessary by the Department, is required prior to commencement of any work.

- b.) *Invalid permit.* If modifications are not commenced by the expiration date of the permit, the permit expires and the project must be resubmitted to the department before work may commence. A written request for an extension of time prior to the expiration of the permit to commence a modification may be approved by the department if no changes to the project are proposed or required.
- c.) *Fees.* A permit fee shall be submitted with the application for a major modification. A fee shall be charged for each re-inspection, if necessary, after the initial and follow-up inspections.

Sec. 13-187. Operational approval.

- a.) *Permit required.* No person or permit holder shall operate a pool without having first applied for and obtained a valid permit to operate from the department. A permit to operate a pool may be suspended or revoked for any violation of this article. Operating permits will become invalid as indicated by the permit expiration date. Valid operating permits shall be conspicuously posted for public viewing in the pool area as close to the entrance as possible. Any swimming pool operating without a valid permit from the department shall be subject to immediate closure.
- b.) *Permit nontransferable.* Permits are not transferable from one person to another or from one entity to another. If the permit holder is changed, then the current permit to operate the swimming pool is invalid and a new permit to operate is required.
- c.) *Permit, current inspection report, and certified pool operator's certificate displayed.* The operating permit shall be framed and displayed in a conspicuous place as close to the pool entrance as possible such that it is easily readable by the public at all times. The current inspection report from the department shall be displayed in a conspicuous place where it is easily readable by the public at all times. A copy of the pool operator's certificate shall be conspicuously displayed near the operating permit.
- d.) *Operating instructions.* All instructions necessary for the proper operation and maintenance of all pool equipment and appurtenances must be easily accessible, readable and conspicuously posted in the filter or equipment room.

- e.) *Fees.* For any pool a fee shall be submitted with the application for a permit to operate a pool. Permits are not transferable from one person to another or from one entity to another. If the permit holder is changed, then the current permit to operate the swimming pool is invalid and a new permit to operate is required. For any pool that is in operation beyond the permit expiration date without permission from the department, the fee for an application for a permit to operate shall be doubled, in accordance with the current fee schedule.
- f.) *Pools not in use/abandoned pools.* Any pool that is closed, not open, not in use or operation, or seasonal pools that are closed until the next swim season, shall be maintained in a safe and sanitary condition. The owner, permit holder or designee for any abandoned pool shall create an opening through the shell of the bottom of the pool for drainage and fill the entire pool with clean earth. Neither an abandoned pool nor any pool not in use shall be allowed to create a nuisance under law.

Sec. 13-188. Construction.

- a.) *Finish and materials.* Pools shall be constructed of inert, impervious, durable, non-toxic materials that will provide a smooth, watertight and easily cleanable surface. All horizontal, interior pool surfaces at pool depths of five feet (5') or less, including steps, benches, or seats, shall be non-slip. The surface shall have no cracks or open joints and interior corners shall be coved. Except for water line tiles, maximum twelve inch (12") wide racing lane markers, or wall turn targets, the surface below normal water level shall be finished in a very light color. Vinyl pool liners are prohibited. Rough and abrasive materials are prohibited. Any pool with a metal-based shell or utilizing dissimilar metals shall be provided with sacrificial anodes or other approved means to reduce galvanic action and electrolytic corrosion. There shall be no extensions, means of entanglement or other obstructions in the pool that may cause entrapment or injury to the user.
- b.) *Design.* Pools shall be constructed to provide adequate water circulation, bather access and egress and to afford proper operational control. Pool proportioning between deep and shallow water shall be in accordance with the anticipated uses of the pool, with sound engineering and public health design and construction principles in accordance with (see Appendix - Figure #1 Minimum / maximum dimension requirements) the ANSI Standard for Public Swimming Pools. No pool(s) shall be constructed in a manner that limits the use of life saving equipment, limits the pool operator's ability to supervise the facility or creates a hazard to bathers. No pool shall have more than 20% of its perimeter elevated continuously. Vertical edged corners and all protrusions greater than six inches (6') below water level shall have a minimum three-inch (3') radius. Horizontal edges and corners of steps, benches, seats, and similar surfaces shall have a minimum one-inch (1") radius. The wall-to-floor juncture shall be coved with a minimum three-inch (3") radius. Interior walls shall be vertical and shall not be greater than eleven degrees (11°) from plumb.

- c.) *Size.* The minimum pool surface area shall be five hundred square feet (500 s. f.), except where otherwise described in this article. Calculations for determining size of a pool and the number and type of associated facilities shall be based on the maximum bathing load. Pool usage shall not exceed the maximum bathing load. The bathing load shall be calculated on the basis of one person for each ten square feet (10 s.f.) of pool surface area where the depth is less than or equal to five feet (5'); one (1) person for each twenty square feet (20 s.f.) of pool surface in that portion where the depth exceeds five feet (5') approved diving area; and 1 person for every three hundred square feet (300 s.f.) where depths exceed five feet (5') and one or more diving boards/platforms are installed. The department shall determine the bathing load for any pool that is designated as a "Special Purpose" pool, any pool with use restrictions, or pools serving facilities with no dwelling units. Pool bathing load shall be determined by the department based on the anticipated usage and assessment of other, similar facilities.
- d.) *Depths.* Minimum water depths shall be determined by the intended use of the pool. Depth at the slope-break shall not be greater than five feet (5') for pools with depths exceeding five feet (5'). In the diving well, depth shall be as stipulated in the ANSI Standard for Public Swimming Pools Section entitled "Diving" and in accordance with the minimum specifications as indicated in the (see Appendix – Figure #2) "Minimum Water Envelopes" from the same standard.
- (1) *Depth markers.* Permanent, easily-readable, depth markers shall be provided with minimum four inch (4") high, black numbers and letters with a white background, indicated in feet and, when applicable, in inches (i.e., 5 FT or 5 FEET; 3 FT 6 IN or 3 FEET 6 INCHES). Metric depth markings can be used in conjunction with, but not substitute for, required depth markers. The depth of water shall be indicated on the vertical pool wall at or above the waterline. Depth markers shall indicate the actual pool depth within three inches (3") at normal operating water level when measured three feet (3') from the pool wall or at a tangent point where the cove radius meets the floor, whichever is deeper. Depth markers on the vertical pool wall shall be positioned to be read from the waterside. Depth markers shall be placed in such a way that they allow as much of the numerical value to be visible above the waterline as possible. Deck depth markers shall be installed within eighteen inches (18") of the pool wall and positioned to be read while standing on the deck facing the pool water. Horizontal depth markers shall be slip resisting. Depth markers shall be installed at the maximum and minimum water depths and at all points of slope change. Depth markers shall be installed at intermediate increments of water depth not to exceed two feet (2'). Depth markers

shall be spaced not to exceed twenty-five feet (25') intervals. Depth markers shall be arranged uniformly on both sides and both ends of the pool. Depth markers on irregularly-shaped pools shall designate depths at all major deviations in shape.

- (2) *"No diving" markers.* Deck areas at the shallow portion of the pool or where pool depths are five feet (5') or less shall be permanently marked "No Diving" in black letters with a white background with minimum two inch (2") high lettering, each warning spaced evenly around the pool perimeter, located next to depth markers "No Diving" markers shall be easily readable and slip resisting. An international "No Diving" symbol may be used in conjunction with, but not in lieu of approved, lettered, "No Diving" markers. "No Diving" markers shall be installed within eighteen inches (18") of the pool wall.
- e.) *Bottom slopes.* The pool floor shall slope uniformly and continuously from the shallow point of the pool at a maximum of one foot in twelve feet (1'/12") to the deep point, the slope break, or other approved depth change. In pools with depths exceeding five feet (5'), the floor shall have a maximum uniform slope of one foot in three feet (1'/3'), see Appendix – Figure #1 – Minimum/maximum dimension requirements. Each pool shall be constructed to facilitate complete drainage of the pool.
- f.) *Steps and ladders.* Steps and/or ladders shall be in such number and location as to provide bathers safe egress from the pool. They shall have an easily-cleanable, corrosion-resistant, impervious material, with treads that have a non-slip finish, and shall be self-draining. Steps shall have a maximum riser height of twelve inches (12") and a minimum tread depth of twelve inches (12") with a minimum unobstructed width of twenty inches (20") on both sides of each step. All steps shall have handrails anchored in the bottom step and extended over the coping and anchored in the deck, or a handrail double anchored in the deck that extends out to the center of the bottom step with a maximum height of six inches (6") above the normal water level at that point. Recessed step treads shall have a uniform vertical spacing of twelve inches (12") maximum and seven inches (7") minimum, with a minimum depth of five inches (5") and minimum width of twelve inches (12"). The maximum distance from the coping edge to the upper tread shall be twelve inches (12"). Recessed treads shall be self-draining. Each set of recessed treads shall be provided with a set of handrails or grab rails to serve all treads. An additional step or ladder will be required for each additional seventy five feet (75') or major fraction thereof of pool perimeter over one hundred and fifty feet (150'). Steps shall be clearly and permanently marked on the horizontal surface, within two inches (2") of the step edge, by a minimum 2" dark, continuous line of slip resisting tile.

- g.) *Benches and seats.* Benches and seats shall be clearly and permanently marked on the horizontal surface within two inches (2") of the step edge, by a minimum 2" dark, continuous line of slip resisting tile.
- h.) *Decks.* A deck no less than five feet (5') in width, as measured from the inside wall of a pool, shall surround a minimum of 65% of the pool perimeter. No non-deck area shall exceed 20 feet or 20% of the pool perimeter whichever is less. Where immediate access to the pool from the deck or from the deck to pool is prohibited or limited by the extended height of a pool wall, a column, or other structure, a stainless steel grab rail shall be installed continuously along the entire pool wall, at the normal water level, in the areas where access is prohibited or limited.
- (1) *Minimum deck width.* A minimum of four feet (4') of unobstructed deck is required behind diving boards and platforms as measured from the edge of the board's or platform's ladder or handrail, whichever is the greatest distance. A minimum of ten feet (10') of complying deck shall separate a pool from any other pool.
- (2) *Minimum deck area.* The minimum, complying deck area required shall be equal in size to or greater than the pool surface area.

- (3) *Deck surface.* The required deck shall be unobstructed in all directions and shall be constructed at the same elevation as the outside edge of the coping. Minimum vertical clearance throughout the deck area shall be six feet, eight inches (6' 8"), except the ceiling for an indoor pool, which shall be eight feet (8'). The deck shall be light-colored, slip resisting, easily cleanable and drain properly. Rough and abrasive surfaces are prohibited. Prohibited deck surfaces include gravel, pea gravel, epoxy gravel, wood, carpeting, and vinyl. A sample of the deck surface material shall be submitted, other than broom-finished concrete, for approval prior to installation.
- (4) *Deck slope and drainage.* Decks shall have a minimum transverse slope of one-quarter inch ($\frac{1}{4}$ ") per foot and a maximum of one-half inch ($\frac{1}{2}$ ") per foot away from the pool or toward deck drains. The plane of the deck surface shall be uniform, with no steps, curbs, or similar structures, within the minimum required, complying deck area. Decks shall not retain any standing water greater than one-eighth inches ($\frac{1}{8}$ ") in depth or greater than one (1) square foot of area for a period of time not to exceed twenty (20) minutes. Deck drainage shall not be incorporated with any pool water or any potable water source. Deck drain grates shall be secured, yet easily removable with an appropriate tool to facilitate cleaning the drains. Adjacent areas to the deck and walkway(s) within the pool enclosure shall be safe and well drained.
- (5) *Coping.* A coping block made with a bull nosed, raised projection or other approved design, with a minimum one inch (1") radius, shall be installed along the entire perimeter of the pool except at the entry point for zero-depth entry pools. The coping shall not retain any water. The coping shall be considered as pool decking.
- (6) *Hose bibs.* Hose bibs, with backflow prevention, shall be installed within the pool enclosure and located no more than one hundred feet (100') apart.

- (7) *Deck joints and gaps.* The maximum gaps in decks, between pool decks and the coping, or between other decks or walkways, shall be one half inch ($\frac{1}{2}$ ") of horizontal clearance with a maximum vertical elevation of one quarter inch ($\frac{1}{4}$ "). Control joints in decks shall be provided to minimize the potential for cracks. Construction joints where pool coping meets concrete deck(s) or other adjacent structures shall be watertight.
 - (8) *Deck edges.* The edge and corners of deck(s) shall be rounded, tapered or designed and constructed to eliminate sharp corners.
 - (9) *Trash receptacle.* A minimum of one (1) covered and lined trash receptacle shall be provided and placed in a convenient location in the pool area.
- i.) *Construction tolerances.* The certified pool contractor shall state on the plans of a pool that construction and design tolerances shall comply with the current edition of the ANSI/NSPI-1, "American National Standard for Public Swimming Pools."

Sec. 13-189. Water quality and sanitation.

- a.) *Water source.* Water supplied to the pool, bathhouse, drinking fountain, hose bibs, or any other water supply or outlet shall be supplied from a community water supply regulated under the Georgia Safe Drinking Water Act of 1977 (Act 231 O.C.G.A. section 12-5-170 (Federal Safe Drinking Water Act PL 93-523). Water supplied to the pool must be delivered through a fill spout with a minimum three inch (3") air gap, installed at least two (2) pipe diameters above the rim of the pool or surge chamber, and located so as not to create an obstruction on the deck or through an approved make-up water system that is installed in a location which is readily accessible for inspection, repair or testing.
- b.) *Backflow prevention.* Approved backflow prevention must be provided on all potable water lines.
- c.) *Pool water.* A sufficient number of samples may be taken, whenever the department deems necessary, to affirm, via bacteriological analysis, that the pool water meets the requirements in this article. Samples shall be taken while the pool is in use during the peak bathing load. All samples shall be collected, de-chlorinated, and examined in accordance with the procedures outlined in the latest edition of "Standard Methods for the Examination of Water and Wastewater" (American Public Health Association) and/or approved equivalent by the department.

- (1) *Chemical Quality.* The pool shall be maintained in an alkaline condition at all times with the pH between 7.2 and 7.8. Chlorine disinfection shall be provided on all pools except when other approved disinfection methods are utilized. The free-chlorine residual in all parts of the pool shall be maintained at a concentration of no less than one and one-half parts per million (1.5ppm) at all times. Where stabilizing agents are used, a free-chlorine residual shall be maintained at a concentration of no less than three parts per million (3ppm) at all times. The maximum stabilized or unstabilized free chlorine residual shall not exceed ten parts per million (10ppm) except when super-chlorinating or shocking the pool. A N-diethyl-p-phenylenediamine (D.P.D) test kit, or other approved method by the department to measure the free chlorine residual shall be provided and used. When bromine is utilized, the residual in all parts of the pool shall be maintained at a concentration of no less than three parts per million (3.0p.p.m.) and no greater than eight parts per million (8.0p.p.m.). A D.P.D. test kit or other approved method by the department to measure the bromine residual shall be provided and used. If Ultra-Violet (UV), ozone generating or ionization equipment is used, it is only recognized as a supplementary disinfection to the minimum requirements for chlorine or bromine disinfectants.
- (2) *Stabilizing chemicals.* No stabilizing chemicals shall be utilized in any indoor pool. When cyanuric acid is used as a stabilizing agent, the maximum concentration shall not exceed one hundred parts per million (100 p.p.m.). At pools using cyanurates, a DPD test kit with cyanuric acid test reagents to measure the cyanurate concentration shall be provided and used. The cyanurate test kit must register readings in excess of the maximum permissible concentration.
- (3) *Pool chemicals.* Only chemicals approved by the Environmental Protection Agency and by the department shall be used.

- (4) *Testing frequency.* The pool water shall be tested for the disinfectant level and pH at least two times each day or as often as necessary if circumstances warrant, including prior to opening and during peak bathing loads. If applicable, the cyanurate level shall be tested at least once a week. Test results shall be entered on a log that shall be maintained in the pool area for ready access whenever the pool is open.
- (5) *Cleanliness.* All pools shall be kept free from sediment, dirt or debris by frequent brushing and vacuuming of the bottom and sidewalls. Visible scum shall be removed immediately.
- (6) *Clarity.* At all times when a pool is in use, the water shall be of such clarity that the main drains on the bottom of the pool at the deepest point are clearly visible from the deck. The viewer shall be able to clearly distinguish the type, shape and number of openings of the main drain grates or covers.

Sec. 13-190. Circulation system.

- a.) *Design and operation.* A separate circulation system is required for each pool and shall consist of pump(s), piping, filter(s), water conditioning and disinfection equipment, and other accessory equipment that will clarify, condition, and disinfect the water in accordance with this article. All pool equipment shall meet the standards set forth in the most recent edition of ANSI/NSF-50, "Circulation system components and related materials for swimming pools, spas/hot tubs" or other, independent testing and certifying organization, and shall be approved by the department. The equipment shall be operated continuously on a twenty-four (24) hour basis to obtain the minimum required number of four (4) turnovers per day, or one turnover every six (6) hours. All pool piping systems shall be designed to accommodate one hundred percent (100%) of the design flow rate. During normal pool operation, a maximum of twenty percent (20%) of the circulation flow shall be through the main drain and a minimum of eighty percent (80%) shall be through the overflow gutters or skimmers. All circulation system components, including filter(s), pump(s), hair lint strainer(s) and other similar components, shall function properly and be maintained in a clean condition. For circulation systems utilizing over-the-gutter circulation, an approved surge device shall be provided. Timers used in conjunction with any circulation equipment are prohibited whenever the pool is open for use, but may be used when the pool is not open during the off season.

- (1) *Pumps.* Pump(s) shall be adequate in number and capacity to provide the required pool turnover rate. Pumps shall supply the design circulation and backwash flows at a dynamic head sufficient to overcome friction losses in the piping, appurtenances and maximum filter head loss. If more than one pump is utilized in design or construction, then all of the pumps shall be the same including manufacturer, size, capacity, and other similar factors. Pump performance curves shall be submitted with the plans.
- (2) *Filters.* Filter(s) shall be sized and maintained to accommodate the required design circulation flow. If more than one filter is utilized in design or construction, then all of the filters shall be the same including manufacturer, size, capacity, and other similar factors.
- (3) *Inlets.* A minimum of two (2) adjustable inlets installed flush with the pool wall or floor shall be located in conjunction with the proposed method of circulation so as to provide effective, uniform circulation of the incoming water throughout the pool and to prevent stagnant areas. The total number of inlets shall be calculated based on one (1) inlet for twenty (20) linear feet of pool perimeter (or major fraction thereof). Inlets shall be evenly spaced either along the pool perimeter or on the pool floor. Inlets shall be installed below the normal water level. Floor inlets shall be provided on all pools with surface areas exceeding two thousand square feet (2000 s. f.). Wall inlets may be used in addition to the minimum required number of floor inlets for steps, seats, and sunning areas. Wall inlet fittings shall not project more than one and one-half inches (1½") from the surface of the pool wall.
- (4) *Main drain openings.* Unless the pool is initially designed without a main drain, each pool shall be provided with two (2) or more hydraulically balanced main drain openings for each main drain line at the deepest portion and constructed to completely drain the pool. Main drain openings must be covered by an approved, secured grating, removed only by a tool and not removable by bathers. The open area of the drain cover shall be at least four (4) times the cross-sectional area of the drain pipe, and sufficient flow area shall be provided so that the full flow velocity at any part of the grate will not exceed one and one half feet (1½') per second. Openings between grate bars shall not exceed one half inch (1/2"). Main drain openings shall be constructed

in parallel, in a tee configuration, and spaced evenly across the deep portion of the pool, with a minimum spacing of five feet (5') between each main drain opening. Any previous "grandfather clause" is hereby revoked.

- (5) *Skimmers and overflow gutters.* A surface skimming or gutter system shall be provided for each pool and shall be designed and constructed to skim the pool surface when the water level is maintained within the operating water level range of the system's weir device or rim.
- (6) *Vacuum cleaning system.* A vacuum system shall be provided for pool cleaning. Wall-mounted type vacuum systems are prohibited. If approved for use, portable vacuum systems shall not be stored on the pool deck.
- (7) *Flow meters.* An adequately sized flow meter, capable of measuring and indicating a minimum range of one half ($\frac{1}{2}$) to one and one half ($1\frac{1}{2}$) times the design flow rate shall be installed on the pool return line to accurately indicate the circulation rate in gallons per minute. Flow meters shall be conspicuously located and installed in accordance with the manufacturer's instructions for placement.
- (8) *Heaters.* Pools equipped with heaters shall have a fixed thermometer in the circulation line. Water temperature shall be thermostatically controlled. Adequate external valves and piping shall be provided to enable bypassing the heater and to facilitate complete removal for repairs without interruption of pool circulation. At all times the temperature in the pool water shall not exceed one hundred and four degrees Fahrenheit (104° F). Heaters shall be installed according to the manufacturer's instructions and in accordance with all applicable state, county and local codes. An unbreakable thermometer designed for use in a pool must be available for bathers and pool staff to monitor pool water temperatures. Control of the pool's water temperature shall not be accessible to bathers.

Sec. 13-191. Piping and hydraulics.

- a.) *Piping.* The piping system shall consist of non-toxic materials and be able to withstand a minimum pressure of fifty pounds per square inch (50 p.s.i.). Piping configuration shall be designed to minimize friction losses. All piping used for pool circulation and manufacturers must meet the standards set forth in the current edition of ANSI/NSF 50, "Circulation System Components and Related Materials for Swimming Pools, Spas/Hot Tubs", or alternate criteria approved by the local health authority. All pool piping shall bear the N.S.F. seal for potable water and be schedule 40 or greater. Pipe installation shall comply with the applicable local plumbing code and this article. All valves and piping in the equipment room shall be clearly labeled, and water flow direction shall be indicated on exposed piping in the filter room. Piping shall be installed to facilitate complete drainage of the system. Heat bending of any pool piping for installation is prohibited.
- (1) *Maximum velocity.* Velocity shall not exceed ten feet per second (10 f.p.s.) in pressure piping or five feet per second (5 f.p.s.) in suction piping.
 - (2) *Main drain line.* The main drain line shall be designed and constructed to accommodate 100% of the design flow rate and head loss calculations shall include friction losses of the pipe, fittings and the hair and lint strainer. The size of the main drainpipe shall be continuous throughout the length of the line.
 - (3) *Skimming system lines.* The skimming system lines shall be designed and constructed to accommodate 100% of the design flow rate. The flow-through rate of the skimming system, based on the manufacturer's minimum recommendations, shall be used to determine the turnover rate if the turnover rate exceeds the manufacturer's recommendations.
 - (4) *Waste lines.* Pool wastewater shall be directed to a sanitary sewer. The backwash waste line shall be no smaller than the size of the pipe exiting the filter for the entire length of the backwash line. Discharge points shall be shown on the plans.
 - (5) *Piping details.* Plans must include complete details of all pool piping. All pool piping shall be supported in accordance with manufacturer's recommendations.

- (6) *Filters.* Existing pools utilizing sand filters with an unknown total dynamic head shall be considered to have a minimum of sixty (60') feet of head. Existing pools utilizing diatomaceous earth filters with an unknown total dynamic head shall be considered to have a minimum of fifty (50') feet of head on vacuum systems and ninety (90') feet of head on pressure systems. Existing pools utilizing cartridge filters with an unknown total of dynamic head shall be considered to have a minimum of fifty (50') feet of head.
- (7) *Hydraulic calculations.* Hydraulic calculations shall be submitted on approved department forms together with the pool plans. All pool pipe sizing shall be determined by a friction/flow chart for schedule 40 rigid PVC pipe based on the "Williams and Hazen" formula using a constant of 150 or approved equivalent. If approved, other types of piping shall be sized in accordance with an approved friction/flow chart. A copy of the friction/flow chart and a copy of the chart used to determine equivalent pipe lengths shall be submitted with the plans and specifications for new pool construction or for pool piping modification.

Sec. 13-192. Filters.

- a.) *Design.* Filters shall be sized to accommodate or exceed the design flow rate of the system and provide water clarity as noted in subsections (a)(1) and (a)(2) below.
 - (1) Filters shall meet the standards of or be listed in the most recent edition of ANSI/NSF 50, or other approved certification organization listing.
 - (2) Filters shall be designed so that filtration surfaces can be inspected and serviced.
 - (3) The maximum flow rate of filters shall not exceed the requirements of the most recent edition of ANSI/NSF 50 or other approved organization certification listing.
- b.) *Internal pressure.* On pressure-type filters, a means shall be provided to permit the release of internal pressure.

- (1) Any filter incorporating an automatic internal air release as its principal means of air release shall have a lid(s) that provide(s) a slow and safe release of pressure as a part of this design and shall have manual air releases in addition to automatic releases.
 - (2) A separation tank used in conjunction with a filter tank shall have a manual method of air release or a lid that provides a slow and safe release as it is opened.
 - (3) The following statement shall be conspicuously visible within the area of the air release: "Do not start the system after maintenance without first opening the air release and properly reassembling the filter and separation tank and opening the air release valve."
- c.) *Filter Piping.* Piping furnished with the filter shall be of suitable material capable of withstanding one and one half (1½) times the working pressure. The suction piping should be of such construction that it will not collapse when there is a complete shut-off of flow on the suction side of the pump.

Sec. 13-193. Sand filters.

- a.) *Appurtenances.* Each filter tank shall have an access port for inspection and servicing. Each filter shall have both influent and effluent pressure gauges with a minimum face size of two (2) inches (2"), and a manual air relief valve. The filter system shall have an adequately sized, in-line backwash sight glass, on the backwash line. All appurtenances shall be conspicuously located for quick inspection.
- b.) *Piping and valves.* The filtering system shall be designed with all valves and piping required to permit filtering to pool, filtering to waste, filter bypass to waste, and complete drainage of the system. The piping layout shall accommodate proper maintenance, operation and inspection.

Sec. 13-194. Diatomaceous earth filters.

- a.) *Filter tank and septa.* The filter area shall be determined on the basis of effective filtering surfaces, with no allowance given for areas of impaired filtration - such as broad supports, folds or portions which may bridge the filter elements. Where dissimilar metals are used, provision shall be made to avoid electrolytic corrosion by galvanic action. The bottom of open vacuum filter tanks shall slope to a drain to facilitate complete drainage of the tanks.

- b.) *Appurtenances.* Pressure filters shall be equipped with an air-relief valve, influent and effluent pressure gauges with a minimum face size of two inches (2"), and an in-line sight glass, on the backwash line. A vacuum gauge with a minimum face size of two (2) inches (2") shall be provided on the pump suction line for vacuum filter systems. All appurtenances shall be conspicuously located for quick inspection.
- c.) *Piping and valves.* The filtering system shall be designed with all valves and piping to permit filtering to pool, pre-coat recirculation and/or pre-coat to waste, complete drainage of the system, bypass filter to waste, and backwashing to waste. The piping layout shall accommodate proper maintenance, operation and inspection. If pre-coat recirculation is used in a pressure system, an in-line sight glass, minimum two inches (2") in length, and a valve shall be provided in the pre-coat piping.

Sec. 13-195. Cartridge filters.

- a.) *Appurtenances.* Each filter shall be equipped with an air relief valve and influent and effluent pressure gauges with a minimum face size of two (2) inches (2"). All appurtenances shall be conspicuously located for quick inspection.
- b.) *Piping and valves.* The filtering system shall be designed with valves and piping to permit filtering to pool, bypass filter to waste, and complete drainage of the system. The piping layout shall accommodate proper maintenance, operation and inspection.
- c.) *Cartridges.* Two (2) sets of cartridges shall be provided so that one set may be cleaned while the filter is in operation. Disposable cartridges will be replaced when the required filtration rate is impaired. Modular-type cartridge filters, if approved, are not required to have a second set of cartridges.

Sec. 13-196. Skimmers and overflow gutters.

- a.) *Surface Skimming.* The actual water level shall be maintained within the operating water level range of the system's weir device or rim. Each skimmer or overflow system shall be designed and installed so as not to constitute a hazard to the user, and to prevent entrance or entrapment of limb, body, or hair.
 - (1) *Number required.* Each pool utilizing skimmers shall have at least two (2) skimmers. One additional skimmer shall be provided for each five hundred square feet (500 s.f.) of water surface area, or fraction thereof, for pools having up to two thousand square feet (2,000 s.f.) of water surface area. Pools ranging from two thousand and one square feet (2,001 s.f.) up to five thousand square feet (5,000 s.f.) of water surface area shall have one additional skimmer for

each two hundred and fifty square feet (250 s.f.) of water surface area, or fraction thereof, in excess of two thousand square feet (2,000 s.f.) of water surface area. (See Appendix – Figure #4, “Pool Surface Area vs. Number of Skimmers.”)

- (2) *Skimmer location.* Skimmers shall be built into the pool wall and shall be evenly spaced along the pool perimeter and located to prevent stagnant areas in circulation.
- (3) *Skimmer design.* Each skimmer shall be designed for a flow through rate of at least twenty-five gallons per minute (25g.p.m.). Additional skimmers shall be provided when the design flow through rate, based on the turnover rate of the pool, exceeds the manufacturer’s recommendations. If the manufacturer’s recommended maximum flow through the skimmers is not available, then a maximum of fifty-five gallons per minute (55 g.p.m.) per skimmer shall be utilized.
- (4) *Skimmer weir.* Each skimmer shall have a properly designed and operating weir or other departmentally approved means of providing effective skimming.
- (5) *Equalizer line.* Each skimmer shall be provided with a device to prevent air-lock in the circulation system suction line. Equalizer lines shall be at least one and a half inches (1½”) in diameter, installed at least one foot (1’) below the weir level, provided with an equalizer valve, provided with a check valve, and provided with a grated opening installed flush with the pool wall or floor, not exceeding one and one-half inches (1½”) or the diameter of the pipe exiting the skimmer.
- (6) *Adjustments for circulation.* Each skimmer shall be equipped with a valve that is adjustable to allow for fluctuation in water flow to balance water circulation during operation.

- (7) *Screen.* A non-corrosive screen shall be provided to trap large debris. It shall be installed to allow ready removal and cleaning from an opening in the deck.
 - (8) *Skimmer access.* Skimmer openings in the deck shall be secured with a cover that is installed flush to the deck surface, has a slip-resisting surface, and is of such strength to withstand normal deck use.
- b.) *Overflow gutters.* Overflow gutters shall be constructed of sufficient size to retain normal overflow, and the top of the gutter shall be uniformly level. Complete specifications and details of the gutter system and hydraulics analysis, sealed by a state certified engineer, shall be submitted with the pool plans. Overflow gutter drain lines shall be connected to the circulation system through a surge chamber or other approved surge system. The surge system capacity shall be based upon a minimum of one (1) gallon of surge chamber volume for each square foot of pool surface area. The hydraulic capacity of the overflow gutter system shall be capable of handling one hundred percent (100%) of the circulation flow. Gutter drain lines shall carry the pool overflow to the circulation system.
 - c.) *Recessed gutters.* Recessed gutters shall not be less than four inches (4") deep and four inches (4") wide with a minimum of four inches (4") open area above the gutter lip. No part thereof shall be visible from a position directly above the gutter.
 - d.) *Open gutters.* Open gutters shall not be more than six inches (6") deep nor less than twelve inches (12") wide.
 - e.) *Rollover or trough gutters.* Rollover or trough gutters shall be provided with a sturdy, non-corrosive, non-slip grate to completely cover the trough. The grate shall be securely fastened to the gutter during operation. Openings in the grate shall not exceed one-quarter inches ($\frac{1}{4}$ ").

Sec. 13-197. Disinfection and chemical feeders.

- a.) *Disinfection required.* The water in each pool shall be continuously chemically treated with an approved disinfecting agent, with associated, approved equipment, whereby the residual can be easily measured by simple and accurate field tests. Each pool shall have its own, separate, disinfecting equipment.
- b.) *Hypo-chlorinators.* Positive-displacement, peristaltic, or other approved types of hypo-chlorinators or chemical solution feeders used for hypo-chlorination shall be of sturdy construction, shall be able to withstand normal wear, corrosion and deterioration by disinfectant solutions, and shall be capable of continuous, metered feeding of required, approved solution on a 24-hour basis. The feed rate shall be adjustable from zero to full range. Hypo-chlorinators shall be capable of feeding an unstabilized chlorine dosage to the circulation flow from chlorine solutions at a pressure greater than the circulation system pressure. Fail-safe

features approved by the department shall be incorporated to prevent the disinfectant solution from siphoning or feeding directly into the pool, pool piping, water supply, or pool enclosure if the circulation equipment is not in operation or fails. External “on-off” timers used in conjunction with hypo-chlorinators are prohibited. An adequately sized, corrosion-resistant, and appropriately labeled container with a tight-fitting lid shall be provided and used to hold chlorine solutions. Chlorine solutions shall be delivered down-line from the pool filter and, if applicable, the pool heater, to achieve an effective pressure differential. A hypo-chlorinator shall be required for any pool with a surface area greater than two thousand square feet (2,000 s. f.).

- c.) *Chemical feeders.* If chemical feeders are provided to add pH solutions into return pool piping, they shall meet the requirements of subsection (b) above. A single feeder may not be alternately used for chlorination and pH control. Timers used in conjunction with chemical feeders are prohibited. An adequately sized, corrosion-resistant, and appropriately labeled container with a tight-fitting lid shall be provided and used to hold pH solutions. A chemical feeder shall be required for any pool with a surface area greater than two thousand square feet (2,000 s. f.)
- d.) *Carbon dioxide gas.* Pools utilizing compressed carbon dioxide gas for pH control shall adhere to all applicable local, state, and federal requirements.
- e.) *Chlorine erosion feeders.* Only those erosion feeders specifically approved by the department may be used for pool disinfection. Erosion feeders designed for delivering stabilized chlorine shall be utilized for pools with surface areas greater than two thousand square feet (2,000 s.f.) in conjunction with hypo-chlorinators for super-chlorination and chemical feeders for pH control meeting the requirements of subsection (b) and (c) above. Erosion feeders shall be capable of feeding a chlorine dosage to the circulation return piping. Each pool shall have its own erosion feeder, if an erosion feeder is permitted.
- f.) *Bromine feeders.* Only those bromine feeders specifically approved by the department may be used for pool disinfection. Bromine feeders shall be capable of feeding a bromine dosage to the circulation return piping. Each pool shall have its own bromine feeder, if a bromine feeder is permitted.
- g.) *Other chemicals and methods.* No other chemical for disinfection or pH control may be used unless the chemical is specifically approved by the U.S. Environmental Protection Agency and the department following demonstration of all aspects of the disinfection and toxicological properties thereof. No other method of disinfection or pH control may be used unless listed by the National Sanitation Foundation, complies with the most recent edition of ANSI/NSF-50, “Circulation system components and related materials for swimming pools, spas/hot tubs,” and is approved by the department.

- h.) *Gas Chlorination prohibited.* Chlorine gas cylinders are prohibited for use in all new pools. Existing pools using gas chlorine shall convert to an alternative disinfectant during any major renovation.
- i.) *Hand feeding.* Whenever a pool is open to a member of the public, no disinfectant or pH control chemical may be added by hand, whether to skimmers or directly to the pool, as the sole or primary method of adding disinfecting or pH control chemicals.
- j.) *Automatic controllers.* If an automatic controller for adjusting chemical levels is to be used at a pool, the device and connections thereof shall be installed in accordance with the manufacturer's instructions. The device must be directly wired to the recirculation pump and a flow switch, such that when the pump stops, the chemical feeders are switched off. Automatic controllers must be submitted for approval by the department prior to installation. An automatic pool chemical controller, if approved for installation, shall not substitute for the requirement to manually perform onsite chemical pool water tests.
- k.) *Chemical storage.* All pools shall have adequate, safe and secure dedicated storage for pool chemicals. If used, storage rooms must have ventilation with one air change every three minutes exhausted to the exterior away from occupied areas. Chemical vaults or storage containers must not allow a person to enter inside.

Sec. 13-198. Equipment room.

- a.) *Equipment Room or Enclosure.* Pumps, disinfection equipment, filters, appurtenances and any other approved equipment shall be located in a permanent room, or completely enclosed area. The entry door shall open to the exterior of the equipment room or enclosure and shall be kept locked except for servicing the pool equipment. The equipment room or enclosure and any storage area used for pool supplies, additional equipment, or chemicals shall be kept clean, safe and adequately lighted. Approved overhead protection shall be provided to completely cover the entire equipment room or enclosure.
- b.) *Ventilation and drainage.* Ready access, suitable drainage (such as a sump pump) and ventilation of fresh make-up air must be provided for all equipment rooms. The enclosure must be ventilated with outside air by a chlorine-resistant exhaust fan with vents that are located a maximum of four inches (4") above the floor level, equipped with automatic louvers to achieve cross-flow ventilation located at the top of the enclosure for admitting fresh air, and capable of providing one (1) enclosure air change every three (3) minutes. The exhaust fan shall be installed so as to exhaust the equipment room air away from the pool enclosure and adjacent inhabited areas. The entire enclosure shall have a concrete floor that slopes one-quarter inch per foot ($\frac{1}{4}'' / 1'$) to a floor drain connected to a sanitary sewer. A hose bibb with an approved backflow prevention system shall be provided in the equipment room or enclosure.

- c.) *Equipment clearance.* All equipment and piping shall be installed to facilitate servicing with minimal effort. Filter tanks shall be at least eight inches (8”) apart, twelve inches (12”) from walls, and thirty-six inches (36”) from the ceiling. (Minimum eight foot (8”) ceiling height). Clearance around all equipment and appurtenances must permit unobstructed, ready access for inspection, maintenance, and operation.
- d.) *Electrical controls.* No switches, starters, panel boards or similar electrical equipment shall be located in areas accessible to bathers, except for therapy or booster pump jet or inlet timers and emergency shut-off switches that must be properly grounded.
- e.) *Zoning.* In the event that a separate equipment room meeting the requirements of this section cannot be provided (building setbacks, zoning restrictions, etc.) and sufficient evidence of this can be given the department, the department may allow for a variance from the equipment room so long as the equipment is provided with a secure enclosure to prevent unauthorized access and is approved for such installation.

Sec. 13-199. Diving areas and equipment.

- a.) *Dimensions.* Dimensions (width, depth and length) of the diving area shall be in accordance with anticipated use by divers and with the most recent edition of ANSI/NSPI-1, “American National Standards for Public Swimming Pools”, or the applicable sanctioning organization recognized and approved by the department (see Appendix – Figures #1 & #2).
- b.) *Clearance.* Diving boards or diving platforms must be installed no less than ten feet (10’) apart (edge to edge) and no less than ten feet (10’) from any pool side wall, or in accordance with the manufacturer’s specifications, whichever is the greater distance. At least fifteen feet (15’) of free, unobstructed clearance shall be provided above diving boards and diving platforms.
- c.) *Finish and Use.* Diving boards and platforms shall have a light colored, non-slip finish. Starting platforms shall be used only for competitive swimming, shall have a light-colored, non-slip finish, and shall be removed from the deck when not being used for their intended purpose.

- d.) *Safety.* Approved diving equipment shall be installed only on pool types that are equal to or larger than the pool type designated by the manufacturer. Diving equipment shall be installed according to the manufacturer's instructions and specifications and this article. All diving stands higher than twenty-one inches (21") measured from the deck to the top of the secured end of the board shall be provided with stairs and/or a ladder. Steps and ladders shall be of corrosion-resistant material, easily cleanable and with treads that are non-slip and self-draining. Platforms and diving equipment of one meter (1m) shall be protected with guardrails that shall be at least thirty inches (30") above the diving board or platform surface and extend to the edge of the pool wall. All platforms or diving equipment higher than one meter (1m) shall have dual guardrails that are approximately eighteen inches (18") from the bottom rail and thirty-six inches (36") from the top rail above the diving board or platform surface. All platform or diving equipment greater than one meter (1m) in height shall have dual guardrails installed at a maximum of one meter (1m) above the deck level and continuous above the board or platform, and in accordance with manufacturer's specifications. Diving equipment shall be permanently anchored to the pool deck. A sign stating "Only one user allowed on diving board or platform at any time" shall be posted at the base of access to the diving board. For access to a diving board or platform by a ladder, a sign shall be posted at the base stating "Only one user allowed on the ladder at any time."

Sec. 13-200. Lighting.

- a.) *Lighting required.* Artificial lighting shall be provided for all indoor pools and any outdoor pools to be used after dusk. Lighting shall be adequate to illuminate the entire swimming pool and enclosure without glare. Electrical wiring, fixtures, and installation shall conform to all applicable state, county and local building code requirements. Ground-fault interrupters must be provided. Light fixtures located within the pool area shall be protected by a shatter-resistant lens. Underwater lights with a colored lens or bulb are prohibited. Supplemental lighting, such as fiber optics, shall not be considered as the primary source for pool lighting.
- b.) *Lighting requirements.* Lighting in dressing rooms, sanitary facilities, and equipment rooms shall comply with the local code requirements. Pool and deck areas shall be lighted in accordance with the following minimum requirements:
- (1) *Underwater Lighting.* A minimum of one (1) watt underwater lighting per square foot of pool surface area shall be provided. Underwater light fixtures shall be installed so as to effectively illuminate the entire pool.

- (2) *Deck and Pool Lighting.* A minimum of twenty (20) foot candles shall be maintained in service on all deck areas. A minimum of ten (10) foot candles shall be maintained in service on all deck and pool surface areas whenever the pool is closed.

Sec. 13-201. Sanitary facilities.

- a.) *Sanitary facilities required.* Adequate sanitary facilities including toilets, urinals, lavatories and showers are to be enclosed in a bathhouse and are required at all new pools, except for those pools that meet the criteria stated in subsection (b) below. In determining the number of sanitary fixtures required, the minimum bathing load as determined by APPENDIX Figure #3, or the maximum bathing load of the pool, whichever is less, shall be used. Each pool shall have the "Maximum Bather Load" determined at time of plan review. The bathing load composition shall be assumed to be one-half (½) men and one-half (½) women. The bathhouse and sanitary facilities shall be maintained in a clean and sanitary condition. A standard architectural drawing of the bathhouse showing the layout of the facility, the location of all fixtures, the flooring, including drainage and slopes, and any other pertinent information that the department deems necessary to ensure compliance with this article, shall be submitted for approval by the department prior to any work performed. Fixtures shall be installed in accordance with applicable plumbing codes and shall be properly protected to prevent cross-connections.
- b.) *Sanitary facilities.* If all dwelling units or individual sanitary facilities, meeting the requirements of this article, are located within 300" of the pool, as measured from the inside the nearest pool wall, no additional sanitary facilities will be required. If sanitary facilities are provided but not required for bathers they shall meet all requirements of this article. If there is more than one pool at a single address or property and all units are within three hundred feet (300') in any direction from at least one of the pools, then no separate bathhouse is required. A shower with tempered water with a temperature range maintained between 70° F and 104° F, meeting local plumbing code requirements, shall be provided at each approved entrance into the pool area if no bathhouse is required. Footbaths are prohibited.
- c.) *Facility size requirements.* Facilities shall be provided in proportion to the maximum bathing load (see Appendix – Figure #3) based on the number of dwelling/living units outside a three hundred foot (300') radius as measured in any direction from inside the nearest pool wall. Separate facilities shall be provided for men and women. Family or unisex facilities will be allowed only when the minimum number of required men and women's facilities are provided. In calculating facility size requirements, the number of required fixtures shall be rounded up to the next whole number.

- (1) *Toilets.* One (1) toilet shall be provided for each bather increment of one hundred (100) men or fifty (50) women.
 - (2) *Urinals.* One (1) urinal shall be provided for each one hundred (100) men. A toilet may be substituted for a urinal with department approval.
 - (3) *Lavatories.* One (1) lavatory, with tempered water with a temperature range between 70° F and 104°F, shall be provided for each one hundred (100) men or women.
 - (4) *Showers.* One (1) shower, with tempered water with a temperature range between 70° F and 104°F, shall be provided for each one hundred (100) men or women. Showers shall be an integral part of the interior of the bathhouse and located for bather use prior to entering the pool area. Shower floors shall slope one-quarter inch (¼") per foot to a drain and shall meet the same requirements for bathhouse floors as stated in subsection (e) below. An exterior shower shall not substitute for the minimum required number of interior showers.
- d.) *Location.* The bathhouse to pool configuration shall be such that bathers must pass through or by the bathhouse as they enter into the pool enclosure. If the entrance(s) into the pool area is more than twenty-five feet (25') from the bathhouse, then a shower with proper drainage and backflow prevention is required at each approved entrance. A minimum of ten feet (10') of complying deck or walkway shall be provided between the bathhouse/sanitary facilities and the edge of any pool within the pool enclosure.
- e.) *Floors.* Floors shall be smooth, impervious, light-colored, non-slip easily cleanable, shall have a slope of one-quarter inch (¼") per foot to drain(s), and shall be coved at the wall junction with ceramic tile or approved equivalent. A sufficient number and effective spacing of floor drains shall be provided to ensure complete drainage. A maximum of ten percent (10%) of the total floor surface area may be any color. Any standing water in the floor shall not exceed a depth of one-eighth inches (⅛"), shall not exceed one (1) square foot in area, and shall not remain on the floor more than ten (10) minutes. A sample of the proposed flooring material, other than concrete, shall be submitted to the department upon request for approval prior to installation.

- f.) *Walls.* Partition walls shall terminate at least six inches (6") above the floor or shall be placed on a continuous raised masonry or concrete base at least four inches (4") high.
- g.) *Hose bibs.* At least one (1) hose bib with backflow prevention shall be provided with a sufficient length of hose to service both the men and women's sections of the bathhouse.
- h.) *Water fountain.* If provided, an approved, sanitary drinking fountain shall be conveniently accessible within the pool enclosure to all bathers.
- i.) *Light and ventilation.* The interior of the bathhouse, including the sanitary facility area, locker or dressing area, and hallway, shall be well-lighted with a minimum of thirty foot-candles (30 f. c.), as measured at floor level, of incandescent light or equivalent for each square foot of floor area, and shall be adequately ventilated with a minimum of one (1) air change every five (5) minutes.
- j.) *Solid waste disposal.* An adequately sized, covered and lined trash receptacle shall be provided in each men and women's sanitary facility area.
- k.) *Bathhouse amenities.* At all times, an adequate supply of liquid soap, toilet paper and paper towels shall be provided and stored in appropriate dispensers conveniently accessible to users. A minimum of one (1) diaper changing station for babies shall be provided in each men's and women's section of the bathhouse. Bar soap shall not be provided to bathers.

Sec. 13-202. Safety.

- a.) *Pool barrier.* Each public and residential outdoor pool, including in-ground and above-ground pool facilities, shall be completely enclosed by a separate effective barrier.
 - (1) *Construction.* Examples of effective pool barriers are a fence, wall or building that does not permit entrance or access into the pool area. Barriers shall be constructed so as to facilitate control of bather entry into the pool area, to prevent unauthorized entry, and to prevent animals and unsupervised children from entering the pool area. The barrier shall not be less than five feet (5') in height, as measured from the exterior grade. No climbable objects shall be allowed within three feet (3') from the barrier

measured horizontally from the exterior grade. At least two contiguous, horizontal elements of the barrier must be separated by a minimum of forty eight inches of unclimbable, vertical space, as measured from the tops of the horizontal elements, with no projections or recessions exceeding one and one quarter inches (1¼") to allow a foothold or handhold. The barrier shall not have any openings wherein a sphere, four inches (4") in diameter, is able to be passed through any portion of the barrier, either between barrier elements or from the bottom of the horizontal bar or element of the barrier to the finished grade. The barrier shall be installed in accordance with this article, approved plans, and, if applicable, the manufacturer's instructions. Barriers or fences composed of wood are prohibited, except for residential pools. No decorative elements within the required, complying fence material are allowed. Maximum mesh opening size for chain link fences shall be one and one quarter inches (1¼").

- (2) *Entrance.* Entry into the pool area shall be at the shallow end of the pool through a self-closing gate(s) or door(s) that has a positive-latching mechanism mounted a minimum of forty-five inches (45") above the ground surface directly below the gate. The entrance gate must be able to self-close when opened four inches (4") or more as measured from the gate latch to the latching mechanism.
- (3) *Closure.* When the pool is not open for use access to the pool area shall be prohibited by the closing and securing of all entry points. Pool covers alone will not satisfy this requirement.
- (4) *Construction.* A detailed drawing of the barrier, including the barrier composition, placement, dimensions, elevations, and any other pertinent data as required, shall be submitted to the department and must be approved prior to installation. The barrier must be completely constructed prior to filling and/or operation of the pool.

- b.) *Pool operator.* A pool operator shall be responsible for the operation of a pool. The pool operator shall be in full charge of all pool use and shall have authority to enforce all rules of safety and sanitation, and shall be responsible for the proper

maintenance of the pool and all physical and mechanical equipment. The pool operator shall be trained in a pool operator' course approved by the department. Additional personnel shall be provided as needed to supervise other pools and facilities and to ensure bather compliance with pool entry conditions. The pool operator's name, telephone number, and address shall be conspicuously posted at the exterior of the pool area's main entrance. A fee may be charged for pool operator training by the department. The provisions for training shall become effective two (2) years after date of enactment of this article for existing pools and shall become effective immediately for new pools.

- c.) *Record keeping.* Each pool operator shall maintain and make available for inspection onsite upon request a daily record of operating information, together with other data as may be required for each pool relative to operation of the pool. The records to be made available for inspection shall include data on disinfectant levels, pH, maintenance procedures, together with such other data as may be required by the department relative to maintenance of the pool. The certified pool operator shall be responsible for closing the pool when necessary and excluding unauthorized persons from entering the pool area.
- d.) *Lifesaving equipment.* Each pool shall be provided with a Shepherd's hook attached to a non-telescoping pole, with a minimum length of fourteen feet (14'), and made with a blunt end. Each pool shall be provided with a Coast Guard approved lifesaving ring having an outside diameter of fifteen to twenty-four inches (15"-24"), firmly attached to a one-quarter inch to three-eighths inch ($\frac{1}{4}$ "- $\frac{3}{8}$ ") diameter throwing rope that is as long as one and one half ($1\frac{1}{2}$) times the maximum width of the pool, or fifty feet (50'), whichever is longer. Additional sets of lifesaving equipment are required for pools longer than fifty feet (50') and shall be provided for each fifty feet (50') of pool length or major fraction thereof. Lifesaving equipment shall be mounted in a conspicuous place and be readily available for use and in good condition.
- e.) *Lifeguard chairs.* If used, the chairs shall be located to provide lifeguards a clear, unobstructed view of the entire pool, including the pool bottom at its deepest point. Lifeguard chairs shall be secured from bathers when not in use. Portable lifeguard chairs shall be removed from the pool-deck edge and secured when not in use. Lifeguard chairs shall only be occupied by a qualified lifeguard at all times the pool is open.
- f.) *No lifeguard on duty.* Where no lifeguard is on duty, signs shall be posted in a conspicuous location at or near the entrance to the pool area and within the pool area stating, in clear legible letters at least four inches (4") high, "WARNING - NO LIFEGUARD ON DUTY."
- g.) *Telephone.* An operable, hard-wired, weatherproof telephone, with direct 911 access or capability installed in a conspicuous location shall be readily available at all times within the pool enclosure. Directions to telephone locations must be conspicuously posted if the telephone is not readily visible in the pool area.

- h.) *Emergency telephone numbers.* A list of local emergency telephone numbers including Police, Fire and Ambulance shall be posted at the telephone. Alternatively, the telephone may be equipped with 911 speed dial access. The telephone number of the pool operator and manager and of the department shall be posted at the telephone.
- i.) *Emergency action plan.* Each pool facility shall have in place a departmentally approved emergency action plan. A written copy of the emergency action plan shall be located to allow for immediate access in case of an emergency. The emergency action plan shall include a "Chemical Emergency Evacuation Plan," "Emergency Crisis Plan," "Water Rescue and Injury Emergency Plan," "Drill Procedures for Emergency Situations," and other emergency plans and safety programs. The plans shall be periodically practiced, but not when the pool facility is open.
- j.) *Electrical requirements.* All requirements for electrical compliance shall conform to code(s) of all authorities having jurisdiction.
- k.) *First aid kit.* Each pool shall be supplied with a readily available first aid kit equipped to treat at least fifteen (15) people and that meets OSHA (Occupational Safety and Health Administration) requirements for that size kit. The container shall be durable and weather-resistant, and shall at all times be kept supplied and ready for use. The first aid kit shall be mounted in a conspicuous location in the pool area, or secured by pool personnel on site knowledgeable of its whereabouts. If the kit is not in the immediate pool area, then adequate signage shall be posted within the immediate pool area with a minimum one-inch (1") high letters that clearly states the location of the first aid kit.
- l.) *Float line with floats.* A tightly stretched polypropylene or nylon rope or float line with plastic floats shall be installed across the pool along the slope-break in pools where the depths exceed five feet (5'). The floats shall be spaced no greater than seven feet (7') apart. The floats shall be secured so that they will not move. The float line shall be of sufficient size and strength to provide an adequate handhold and support loads imposed by all bathers. The float line shall be securely fastened to recessed wall anchors made of corrosion-resistant materials. A float line shall also be installed to separate swimming from other areas within the pool, such as sliding, diving, or from an amusement area in a multi-purpose pool. A four-inch (4") non-slip tile shall be installed directly beneath and for the entire length of each float line.
- m.) *Rules and regulations.* Safety rules and regulations shall be easily readable and shall be conspicuously posted in the pool area. The lettering shall be a minimum of 3/4", except as otherwise noted, and shall state the following:

- (1) “No glass, sharp objects or hazardous materials allowed.
- (2) “No animals other than seeing-eye dogs allowed.”
- (3) “Shower and rinse thoroughly before entering the pool.”
- (4) “No food or drink allowed within five feet (5’) of pool.”
- (5) “Children must be accompanied by an adult.” **Minimum 2” letters.**
- (6) “Bathers with open wounds, skin conditions, or any communicable condition not allowed”
- (7) “No solo bathing” **Minimum 2” letters**
- (8) “Bathers shall wear bathing attire”
- (9) “No spitting, spouting, blowing nose, or any bodily excretion allowed”
- (10) “No running, rough or boisterous play allowed.”
- (11) “Maximum bather load _____.”
- (12) Hours of operation.

Sec. 13-203. Wading pools.

- a.) *Application.* All sections of this article shall apply to wading pools with the following exceptions:
- b.) *Construction.*
 - (1) *Location.* A wading pool must be located so that a lifeguard or operator may easily keep bathers under surveillance. A wading pool shall not be located adjacent to the deep end of any other pool. If a wading pool is located within another approved pool area, and if a separate barrier is installed for the wading pool area, then clear visibility through the wading pool barrier shall be provided.

- (2) *Depth.* The depth of a wading pool shall not exceed eighteen inches (18").
 - (3) *Slope.* The bottom slope shall not be more than one foot (1') in twelve feet (12'). Wading pools shall be completely self-draining.
 - (4) *Walk areas and decks.* A minimum of ten feet (10') of complying deck surface shall separate a wading pool from any part of any other pool, as measured from the wading pool edge to another, nearest pool edge.
 - (5) *Underwater Lighting.* Underwater lighting is not required for wading pools, but other lighting requirements as stated in the section "Lighting".
- c.) **Circulation system.**
- (1) *Circulation.* The circulation equipment shall be operated continuously on a twenty-four (24) hour basis to achieve the minimum requirement of one turnover every two (2) hours. Fill and draw-type wading pools are prohibited from use.
 - (2) *Skimmers.* One skimmer shall be provided for each two hundred square feet (200 s.f.) of wading pool surface area. Equalizer lines shall be installed at the lowest portion of the wall or in the floor, and be covered by a non-removable, approved grate.
 - (3) *Inlets.* A minimum of two (2) adjustable inlets shall be provided. The number of inlets shall be calculated based on one inlet per ten (10') feet or major fraction thereof of pool perimeter. Inlets shall be evenly spaced either along the pool perimeter or on the pool floor. Wall inlets shall be placed as close to the pool floor as possible.

Sec. 13-204. Spray pools.

- a.) *Application.* All sections of this article shall apply to spray pools with the following additional provisions:
- (1) *Construction.* The bottom of a spray pool shall slope a maximum of one foot (1') in twelve feet (12') to an approved drain. The bottom of a spray pool shall be completely self-draining and allow for no standing water.

Water attraction devices, if provided shall comply with the section in this article entitled “Interactive Play Devices.” All play equipment shall conform to standards set forth by the most recent edition of the U.S. Consumer Product Safety Commission, “Handbook for Public Playground Safety,” which the department adopts herein by this reference, or the most recent edition of the American Society for Testing Materials, “Standard Consumer Safety Performance Specification for Playground Equipment for Public Use,” which the department also adopts herein by this reference, and in accordance with the manufacturer’s instructions for installation and operation. Depth markings and “No Diving” markings are not required.

- (2) *Circulation.* The circulation equipment shall be operated continuously on a twenty-four (24) hour basis to obtain the minimum required number of one turnover every thirty (30) minutes. All circulated water from the pool shall be collected in an approved surge device.
- (3) *Water source.* Spray heads shall be served by an approved water source that has approved backflow prevention. Spray heads and supply fixtures shall not constitute a tripping hazard. Spray heads shall be installed so as to eliminate any possibility of their submergence.
- (4) *Location.* Spray pools must be located so that the lifeguard or operator may easily keep bathers under surveillance. Spray pools shall not be located near the deep end of any other pool.
- (5) *Safety.* Spray pools are exempt from the section in this code titled “Safety Life Saving Equipment.”

Sec. 13-205. Whirlpools.

- a.) *Application.* All elements of this article for pools shall apply to whirlpools with the following additional provisions: Whirlpools that are emptied and cleaned after each single-bather use are exempt from this article.

- (1) *Depths.* Water depth shall be no more than four feet (4'). No seat or bench shall be more than two feet (2') below the normal waterline.
- (2) *Slopes.* Slope of the whirlpool floor shall not exceed one foot (1') in twelve feet (12'). The whirlpool floor, seat and steps shall be completely self-draining.
- (3) *Walk areas and decks.* A walk area or deck no less than feet five feet (5') in width as measured from the inside wall of the whirlpool shall surround the whirlpool on at least one half (½) of the perimeter of the whirlpool.
- (4) *Thermometer.* All whirlpools shall have a non-mercury based, shatter-proof thermometer that is in close proximity to and can be viewed by bathers at all times.

b.) Circulation system.

- (1) *Circulation.* The circulation equipment shall be operated continuously on a twenty-four (24) hour basis to obtain the minimum required rate of one turnover every thirty (30) minutes. One (1) skimmer shall be provided for each one hundred square feet (100 s. f.) of whirlpool surface area. Air intakes for therapy pumps shall be protected with an approved screen or grate, shall be located within the equipment room, and shall have the intake opening installed at least twelve inches (12") from the surface of the floor.
- (2) *Inlets.* A minimum of two (2) inlets shall be provided. Inlets shall be evenly spaced a maximum of 10 feet (10') apart or major fraction thereof and located as close to the floor as possible or in the floor. No inlet shall be less than eighteen inches (18") below the normal water level. Hydrotherapy inlets shall be installed flush with the pool wall or floor.
- (3) *Main drain openings.* Source water for hydrotherapy systems shall be through the main drains, a surge chamber, or other approved device. Sufficient flow area shall be provided so that the combined circulation and hydrotherapy full-flow velocity through the main drain grates does not exceed one and one-half feet per second (1½ f.p.s.). The main drains shall be spaced evenly and as far apart as possible in the deepest portion of the whirlpool floor.

- c.) *Rules and Regulations.* In addition to the minimum safety rules (see Safety, Sections (f) and (m)), the following additional statements shall be required.
- (1) “Elderly persons and pregnant women not allowed without written permission from their medical doctor.”
 - (2) “Persons with any health condition not allowed without written permission from their medical doctor”
 - (3) “Persons under the influence of alcohol, drugs or stimulants not allowed in whirlpool.”
 - (4) “Do not enter if water temperature exceeds 104 Degrees Fahrenheit” **Minimum 2” letters.**
 - (5) “Do not use for more than ten (10) minutes without exiting and “cooling down”.
 - (6) “Enter and exit with caution.”
- d.) *Safety equipment.* Whirlpools with surface areas less than two hundred and fifty square feet (250 s. f.) are exempt from the safety equipment requirements stated in Section “Safety” (d) for swimming pools. All whirlpools shall have the following equipment:
- (1) A clock, with a minimum twelve-inch (12”) face that shall be provided and mounted vertically so as to be clearly seen by all bathers in the whirlpool and whirlpool area.
 - (2) If used, the therapy or booster pump timer shall be mounted on a wall at normal switch height above the floor, at least four feet (4’) away from the pool edge, equipped with a maximum timer limit of fifteen (15) minutes.

Sec. 13-206. Waterslides / splash pools.

- a.) *Application.* All elements of this article for swimming pools shall apply to any pool used in whole or part as a splash pool for a waterslide(s) with the following additional provisions:

b.) *Construction.*

- (1) *Design, construction and maintenance.* All slides and slide components shall be constructed and maintained first in accordance with the manufacturer's specifications and this article so that they will not constitute a safety, physical or health hazard given its normal intended use and purpose. Design and materials used in construction shall be in accordance with proper structural engineering practice for providing a sound, durable structure.
- (2) *Flume clearances.* The distance between the side of a flume exit and a pool side wall shall be at least five (5') feet and the distance between sides of adjacent flume exits shall be at least six (6') feet, or in accordance with the slide manufacturer's recommendations, whichever is the greater distance. The distance between flume exits and the opposite side of the pool, excluding steps and handrails, shall be at least twenty feet (20') or, in accordance with the slide manufacturer's recommendations, whichever is the greater distance. If more than one waterslide or flume is present, then both flume terminals shall be constructed at least parallel to each other or to any pool sidewall or other pool structure.
- (3) *High-speed slides.* Special provisions, approved by the department, shall be made in flume exit design, pool depth and pool width as measured from the flume exit, to safely accommodate high-speed slides in accordance with the slide manufacturer's instructions.
- (4) *Flume terminus.* The flume shall terminate at a depth no greater than six inches (6") below nor greater than two inches (2") above the normal water surface level. The flume terminus shall be parallel with the vertical pool wall, or in accordance with the manufacturer's instructions.
- (5) *Depths.* The operating water depth of the splash pool at the end of a flume shall be three feet (3') or in accordance with the manufacturer's instructions, whichever is the greater depth. This depth shall be maintained in front of the flume for a distance of at least twenty feet (20').

- (6) *Decks.* Decks along the exit side of the splash pool and along at least one side of the splash pool shall be at least five feet (5') wide.
 - (7) *Access to slide.* A surfaced walkway, steps or stairway shall be provided between the pool and the top of the flume. Ladders to the top of the slide, if approved, shall be constructed and installed in accordance with the manufacturer's instructions. The access to the top of the slide shall be slip resistant and not allow for standing water, be separated from the flume by a physical barrier, set back far enough from the operating flume such that it cannot be contacted by users on the way down the slide.
 - (8) *Lighting.* For an outdoor water-slide used at night and for an indoor waterslide, adequate lighting shall be provided for all areas of the flume, in accordance with the Section, "Lighting."
 - (9) *Volume of pump reservoirs.* The pump reservoirs shall have sufficient volume, in accordance with the manufacturer's instructions, to contain enough water to insure that the lower splash pool will maintain a constant water depth. An approved, automatic make-up water device, with backflow prevention, shall be provided for each reservoir.
- c.) *Circulation system.* A water circulation system consisting of pumps, piping, filters, water conditioning, and disinfection equipment and other accessory equipment shall be provided in order to clarify, condition and disinfect the pool volume of water. The equipment shall be operated on a twenty-four (24) hour basis to obtain the minimum one turnover every hour.
 - d.) *Main drains.* If main drains separate from the circulation system's main drains are used for make-up water for the slide, they shall be located at a minimum of twenty feet (20') from the slide terminus and shall comply with the requirements for main drains in Sections "Circulation" and "Piping and Hydraulics." The circulation system main drains shall be located no less than five feet (5') and no more than ten feet (10') from the slide terminus.
 - e.) *Bathing load.* The bathing load shall be calculated on the basis of one (1) person in the minimum required splash pool surface area, and a maximum of one (1) person for every thirty square feet (30 s. f.) of pool surface area in those areas of the splash pool that exceed the minimum required splash pool area. If the slide is a component of a pool other than a dedicated splash pool, then the bathing load is one (1) person in the minimum required splash pool area, and the remaining pool area shall comply with the Section, "Bathing Loads."

- f.) *Safety.* At least one person responsible for the operation of the slide shall monitor and be stationed at the bottom of the slide at all times the slide is open for use. If that person's view of the slide's entry is obscured at any point, then a second slide operator shall monitor and be stationed at the slide's entry point, or if the length of the slide or flume exceeds thirty feet (30') in length. Approved signage shall be posted that state; that at any time, only one (1) bather, or device with bathers such as a raft, shall be allowed on the slide after the previous user or raft has exited the splash pool or run-out; only one bather or device with bathers, such as a raft, shall be allowed on the platform to the slide; and only one bather or device with bathers such as a raft shall be allowed in the splash pool. Slide monitors shall enforce these rules. A key-operated, properly grounded switch to operate the pump supplying water to the slide shall be installed on the deck near the slide. An emergency cut-off switch for the slide shall be readily accessible to the slide monitor.

Sec. 13-207. Zero-depth entry pools.

- a.) *Application.* All elements of this article for swimming pools shall apply to zero-depth entry pools with the following additional provisions:
- b.) *Construction.* A zero-depth entry pool shall be designed and constructed so that the pool and the deck surface meet at a maximum slope of one foot in twelve feet (1':12'), continuing to the deepest portion of the pool or slope break. Where the water depth in these pools is less than one and one-half feet (1½'), floor inlets shall be provided and spaced uniformly at a distance no greater than twenty feet (20') apart and located not further than twenty feet (20') from the point where the pool bottom intersects the deck, and not more than twenty feet (20') from any wall. A grated gutter, as described in the Section "Skimmers and Overflow Gutters," or other suitable, approved skimming system, shall be installed along the entire zero-depth entry at the normal water level, and shall be designed and constructed to accommodate variations in the normal water level.

Sec. 13-208. Indoor-outdoor pools.

- a.) *Application.* All elements of this article for swimming pools shall apply to indoor-outdoor pools with the following additional provisions:

b.) *Construction.*

- (1) *Separations.* Removable, underwater separations between indoor-outdoor pools shall be constructed of a clearly marked, solid barrier made of plastic, such as Lucite, or other approved material approved by the department. The barrier shall be smooth, unbreakable, and shall not have any openings except an opening to allow bathers to swim through.
- (2) *Connecting Channels.* The connecting channel at the separation or barrier for bathers to swim through shall be a minimum of three feet (3') in depth and three feet (3') in height, as measured from the pool water's normal level, and a minimum of four feet (4') in width as measured at the normal water level. The edges of the opening for bathers to swim through shall be smooth and rounded, or have an approved, permanently installed protective sleeve along the entire edge. If the separation between the indoor-outdoor pools extends below the normal water level, then an approved, protective sleeve shall completely encase the entire edge of the separation at a minimum height of twelve inches (12"). The protective sleeve and the separation or barrier combined shall extend below the normal water level less than twelve inches (12").
- (3) *Separate pools.* If each pool is designed to be physically separated, then each portion of an indoor-outdoor pool shall be considered as a separate pool, and each portion or pool shall be designed and constructed with its own, separate circulation system, appurtenances, decking, safety equipment, and other required equipment in accordance with this article.
- (4) *Ingress and Egress.* The pools, deck and the physical separation between the two pools shall be designed and constructed to enable ready access and egress. If the deck-to-deck distance at the separation or barrier exceeds six feet (6'), then an approved, taut, secured safety rope or handrail shall be attached to the entire length of the separation or barrier, except for the opening that bathers pass through. The rope or handrail shall be installed above, and within, six inches (6") of the normal water level.

Sec. 13-209. Interactive play devices.

- a.) *Construction.* The interactive play device's design and construction shall provide for a safe and sanitary recreational environment for its users. The design and construction of the devices or play equipment shall be in accordance with this article, approved by the department and complies with the standards of the American Society of Testing and Materials (ASTM) or other, similar certified agency. Installation of interactive play devices shall be in accordance with the manufacturer's instructions and approved by the department. Interactive play devices shall be designed, installed, and maintained so that the surfaces are smooth, non-toxic and easily cleanable. The devices shall not pose a health or safety hazard to users or bathers, and shall not interfere with the circulation or disinfection of the water.
- b.) *Circulation.* Any apparatus, device or equipment that discharges water into the pool or that uses the pool as a source of water for the operation of the device shall either use only water that has been filtered and disinfected prior to being discharged into a pool, or shall have a separate disinfection system for the device approved by the department. If water for the device is not taken directly from the pool, then the water for the device shall be circulated through a separate system consisting of pump(s), filter(s), disinfection equipment, and other appurtenances, as required by the department and this article. This includes, but is not limited to, spray guns, "mushrooms," buckets, water wheels, and other similar devices. Any water being discharged into pool water, or that makes contact with users or bathers, shall have the same minimum level of disinfection that is required for the type of pool that the device is installed within, as required in the section, "Disinfection and chemical feeders."

Sec. 13-210. Special purpose pools.

- a.) *Application.* All elements of this article for swimming pools shall apply to special purpose pools with the following additional provisions:
- b.) *Construction.* The design and construction of these special purpose pools shall be based on their intended purpose and use and upon sound public health and engineering principles, and shall not pose a health or safety hazard to the users. Special purpose pools shall be reviewed by the department on an individual basis for intended use and construction. Therefore, unique or special features may be permitted, such as a ramp to allow physically challenged individuals access and egress from the pool in lieu of steps or a ladder. The bathing load may be limited and shall be determined by the department, based on the purpose or intended use of the pool. The purpose of the pool shall be clearly stated on the plans when submitted to the department. A sign, with minimum one inch (1") high, black letters on a white background, stating the purpose of the pool and the bathing load, shall be conspicuously posted at the entrance to the pool area.
- c.) *Operation.* Special purpose pools are prohibited for general recreational use, without prior written approval from the department.

Sec. 13-211. Multi-purpose pools.

- a.) *Application.* All elements of this article that apply to swimming pools shall apply to multi-purpose pools with the following additional provisions:
- (1) *Design, Construction and Operation.* The design, construction and operation of each portion of a multi-purpose pool shall comply with the pertinent section(s) of this article concerning Construction Approval, Piping and Hydraulics, Filters, Disinfection and Chemical Feeders, Lighting, and Safety.
 - (2) *Circulation.* The turnover rate for multi-purpose pools shall be a minimum of four (4) hours.

Sec. 13-212. Wave pools.

- a.) *Application.* All elements of this article that apply to swimming pools shall apply to special purpose pools with the following provisions:
- (1) *Operation.* The generation of waves more than three (3') feet in height above the normal, calm water level, regardless of the depth of the pool, shall not continue for more than fifteen (15) minutes at a time, with a minimum of three (3) minutes of calm water or no waves between each 15 minute period.
 - (2) *Circulation.* The turnover rate for wave pools shall be a minimum of three (3) hours.
 - (3) *Access.* Bathers must gain access to a wave pool only at the shallow end. The sides of the pool must be guarded from unauthorized entry into the pool by an approved barrier.
 - (4) *Handholds.* Each wave pool must be provided with approved handholds at the static water level. Handholds must be self-draining and must be installed so that their outer edge is flush with the pool wall. The design of handholds must ensure that body extremities will not become entangled.

- (5) *Life jackets.* Life jackets must be provided free for use by bathers upon request.
- (6) *Lifeguard.* Qualified lifeguard(s) shall be stationed at the wave pool during operation per the American Red Cross Guidelines.
- (7) *Shut-off switch.* A clearly labeled emergency shut-off switch for control of wave action shall be installed and readily accessible to each of the required lifeguard(s) on duty.
- (8) *Warning system.* An audible and visible warning system must be provided at the wave pool area to alert users of the beginning of wave generation and sufficient time before the beginning of wave generation for bathers to exit the pool.
- (9) *Stepholes and handrails.* Stepholes and handrails must be provided at one or more locations along the wall of the wave pool. The stepholes and handrails must extend down the pool wall so they will be accessible during wave generation at the lowest water level. The distance between the handrail and the pool wall must not exceed six inches (6").

Sec. 13-213. Watercourse pools.

- a.) *Application.* All elements of this article that apply to swimming pools shall apply to special purpose pools with the following provisions:
 - (1) *Handrails, steps, stairs, booster inlets.* Handrails, steps, stairs, and booster inlets for watercourse pools must not protrude into the watercourse.
 - (2) *Shape.* The watercourse must not be narrower than twelve feet (12') and not deeper than three and one half feet (3½') at any point.
 - (3) *Egress.* An approved method of exiting the watercourse must be provided at least every two hundred feet (200') along the watercourse.
 - (4) *Deck.* An approved deck must be provided along at least one side of the entire watercourse according to the Construction, Decking section.

- (5) *Circulation.* The turnover rate for watercourse pools shall be a minimum of four (4) hours.
- (6) *Velocity.* The design velocity of the water in the watercourse must not exceed two miles per hour (2 m.p.h.).

Sec. 13-214. New Equipment, Construction and Materials.

The department may allow test grants, conditional construction permits or conditional permits for new designs, new equipment, new materials, or new processes proposed for use or installation in new or existing pools, if satisfactory proof is submitted to the department that sound engineering and public health principles are complied with as determined by the department. Performance guarantees shall be required. Conditional permits shall require satisfactory performance in the field for a defined time to be established by the department before a final permit is issued. The department reserves the right to revoke any temporary permit if satisfactory performance cannot be demonstrated in accordance with the current policy and procedures addressing new products and processes and this article. A fee shall be required for each evaluation in accordance with the department's current fee schedule.

Sec. 13-215. Grandfathering and Upgrade Provisions

The requirements of this article shall apply to all new pools approved for construction and/or major modifications or renovation after the date of enactment of this article. For existing pools, the following requirements shall become effective on January 1, 2007: disinfection standards, main drain requirements, depth, no diving requirements, certifications, storage, rules, signage, life-saving equipment and emergency action plans. For existing pools, all other requirements of this article shall be required to be implemented if any major modification of the pool is undertaken, or shall be implemented if a particular item or piece of equipment is in need of repair.

This ordinance shall become effective ninety (90) days after adoption by the Board of Commissioners and approval by the Chief Executive Officer.

Sec. 13-216. Procedural Due Process Rights

As required by O.C.G.A. § 31-40-4, any person substantially affected by any final order of the Board of Health denying, suspending, revoking or refusing to grant or renew any permit provided under this article may secure review by appeal to the Georgia Department of Human Resources in accordance with the hearing requirements of O.C.G.A. § 31-5-1 et seq., and as may be hereafter be amended.

Sec. 13-217. Violations

It shall be unlawful for any person, firm, or entity to violate any of the provisions of this article or any other applicable provisions of this Code.

Sec. 13-218. Enforcement and Penalties

- a.) The provisions of this article shall apply to all matters affecting or related to the regulation of swimming pools in DeKalb County. Where, in any specific case, different sections of this Code specify different materials, methods of construction, or other requirements, the most restrictive requirement shall govern. Where there is a conflict between a general requirement and a specific requirement, the specific requirement shall govern.
- b.) The Board of Health, its officers, agents, and employees are responsible for the administration and enforcement of this article.
- c.) Any person who violates the provisions of this article shall be guilty of an ordinance violation of this article, and upon conviction in a court of competent jurisdiction shall be subject to a fine and/or imprisonment in accordance with Section 1-10. Where any offense continues from day to day, each day's continuance thereof shall be deemed a separate offense.

PART II. EFFECTIVE DATE

This ordinance shall become effective ninety (90) days after adoption by the Board of Commissioners and approval by the Chief Executive Officer.

PART III. SEVERABILITY

Should any section or provision of this ordinance be declared by a court of competent jurisdiction to be invalid or unconstitutional, such decision shall not effect the validity of the ordinance as a whole nor any part thereof other than the part so declared to be invalid or unconstitutional. All ordinances or resolutions, or parts thereof, which conflict with this ordinance, are repealed.

APPENDIX

Figure #1

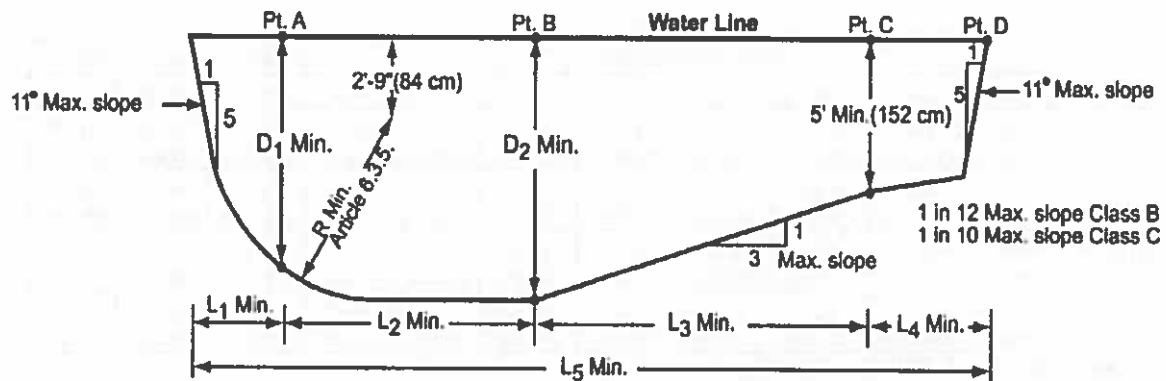


Figure 1 – Construction dimensions for water envelopes for Class B and Class C pools

APPENDIX

Figure #2

Table 2 – Minimum water envelopes

Pool Type	Minimum Dimensions								Minimum Width of Pool at:		
	D ₁	D ₂	R	L ₁	L ₂	L ₃	L ₄	L ₅	Pt. A	Pt. B	Pt. C
VI	7'-0" (213cm)	8'-6" (259cm)	5'-6" (168cm)	2'-6" (76cm)	8'-0" (244cm)	10'-6" (320cm)	7'-0" (213cm)	28'-0" (853cm)	16'-0" (488cm)	18'-0" (549cm)	18'-0" (549cm)
VII	7'-6" (229cm)	9'-0" (274cm)	6'-0" (183cm)	3'-0" (91cm)	9'-0" (274cm)	12'-0" (366cm)	4'-0" (122cm)	28'-0" (853cm)	18'-0" (549cm)	20'-0" (610cm)	20'-0" (610cm)
VIII	8'-6" (259cm)	10'-0" (305cm)	7'-0" (213cm)	4'-0" (122cm)	10'-0" (305cm)	15'-0" (457cm)	2'-0" (61cm)	31'-0" (945cm)	20'-0" (610cm)	22'-0" (671cm)	22'-0" (671cm)
IX	11'-0" (335cm)	12'-0" (366cm)	8'-6" (259cm)	6'-0" (183cm)	10'-6" (320cm)	21'-0" (640cm)	0 (0cm)	37'-6" (11.4m)	22'-0" (671cm)	24'-0" (732cm)	24'-0" (732cm)

Note – For the definition of pool types, see Glossary

APPENDIX

Figure #3

DWELLING/LIVING UNITS VS MINIMUM BATHING LOAD REQUIRED

Swimming Pools With Transient Bathers ¹

No. of Units ³	Bathers/Unit
0--100	0.60
101--250	0.40
251--500	0.10
501+	0.05

Swimming Pools With Non-Transient Bathers ²

No. Of Units ³	Bathers/Unit
0--100	0.75
101—200	0.60
201--300	0.40
301—500	0.15
501+	0.10

APPENDIX

Figure #4

POOL SURFACE AREA VS. NUMBER OF SKIMMERS

Area (square feet)	Number of skimmers
500 - 999	2
1000 - 1499	3
1500 - 1999	4
2000 - 2249	5
2250 - 2499	6
2500 - 2749	7
2750 - 2999	8
3000 - 3249	9
3250 - 3499	10
3500 - 3749	11
3750 - 3999	12
4000 - 4249	13
4250 - 4499	14
4500 - 4749	15
4750 - 5000	16

1. Motels, hotels and health clubs or other non residential.
2. Apartment complexes, condominiums, subdivisions or other residential.
3. Use of table in calculating the bathing load shall be cumulative.

Example: for a 360 unit apartment complex,

$$\begin{aligned}
 & .75 \times 100 = 75 \\
 & .60 \times 100 = 60 \\
 & .40 \times 100 = 40 \\
 & .15 \times 60 = 9
 \end{aligned}$$

$$\text{Bathing load} = 184$$

ADOPTED by the DeKalb County Board of Commissioners, this 20 day of June, 2006.



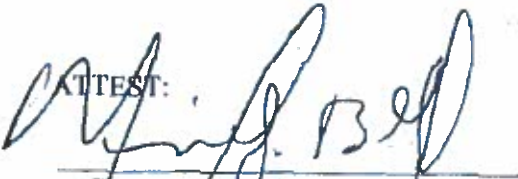
BURRELL ELLIS
Presiding Officer
Board of Commissioners
DeKalb County, Georgia

APPROVED by the Chief Executive Officer of DeKalb County, this 20 day of June, 2006.



VERNON JONES
Chief Executive Officer
DeKalb County, Georgia

ATTEST:



MICHAEL J. BELL
Ex-Officio Clerk
Board of Commissioners and
Chief Executive Officer
DeKalb County, Georgia

APPROVED AS TO FORM:



STEPHEN E. WHITTED
Sr. Assistant County Attorney
DeKalb County, Georgia

APPROVED AS TO SUBSTANCE:



S. E. BOUCHELION, M. D., M.B.A.
Director, DeKalb County
Board of Health