



**DeKalb County  
Department of Purchasing and Contracting**

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**JULY 20, 2020**

**REQUEST FOR PROPOSALS (RFP) NO. 20-500548  
FOR  
ENVIRONMENTAL MONITORING, GCCS OPERATION & MAINTENANCE**

Procurement Agent: Jovan Hooper  
Phone: (404) 371 – 3644  
Email: [jhooper@dekalbcountyga.gov](mailto:jhooper@dekalbcountyga.gov)

Mandatory DeKalb First LSBE Meeting: Wednesday, July 22, 2020  
**Proposers must attend 1 meeting on  
either of the dates listed.** Wednesday, July 29, 2020

**Meetings are held at 10:00AM and  
2:00PM:** Zoom Video and/or Audio Conferencing

To attend the 10:00am Mandatory Prime/LSBE Meeting via video conferencing, Join Zoom Meeting: <https://dekalbcountyga.zoom.us/j/157231430>

To attend the 2:00pm Mandatory Prime/LSBE Meeting via video conferencing, Join Zoom Meeting: <https://dekalbcountyga.zoom.us/j/308537243>

Please utilize audio conferencing if you are unable to access the Zoom Meeting, dial: 1-888-270-9936  
Conference code 107222.

Mandatory Pre-Proposal Conference & Site Visit: Monday July 27, 2020 at 11:00AM EST  
Location: DeKalb County Sanitation  
Renewable Fuels Facility Conference Room  
4295 Clevemont Rd. Ellenwood, GA 30294

Deadline for Submission of Questions: 5:00 PM EST, Tuesday August 4, 2020

Deadline for Receipt of Proposals: 3:00 PM EST, Tuesday August 25, 2020

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

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

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**JULY 20, 2020**

**REQUEST FOR PROPOSAL (RFP) NO.: 20-500548**  
**FOR**  
**ENVIRONMENTAL MONITORING, GCCS OPERATION & MAINTENANCE**

**DEKALB COUNTY, GEORGIA**

DeKalb County Government (the County) requests qualified individuals and firms with experience in providing environmental monitoring, and gas collection control system (GCCS), operations and maintenance services relating to municipal solid waste landfills to submit proposals for services at the DeKalb County Seminole Road Landfill, located at 4203 Clevemont Rd., Ellenwood, GA 30294.

**I. INTRODUCTION**

The DeKalb County Public Works Department – Sanitation Division manages 426,000 tons of Municipal Solid Waste (MSW), 166,000 tons of Construction and Demolition (C&D) Waste, and 107,000 tons of Yard Debris annually. The Sanitation Division collects MSW from 170,000 residences and 8,000 commercial businesses. The Sanitation Division operates a number of facilities to manage the Solid Waste Program. These include three (3) MSW transfer stations, one (1) citizen drop-off center, four (4) collection facilities, one (1) container repair facility, one (1) mowing and herbicide operations, one (1) Yard Debris Composting Facility, one (1) Animal Crematory, one (1) MSW Landfill, and one (1) C&D Landfill. The Seminole Road MSW Landfill has both unlined and lined disposal units. Phases 1, 2 and 2A are closed; Closure Permit has been issued from the Environmental Protection Division (EPD). Presently, Phases 3 and 4 are operational. In addition, there is an active landfill Gas Collection and Control System (GCCS), and temporarily closed Renewable Fuel Facility (RFF) in place which operates under a Title V Permit. Other monitoring systems are in place for monitoring ground water, storm water, leachate, methane, and mining activities.

- A. DeKalb County preferred ONE firm to oversee all of the activities relating to environmental monitoring and operation and maintenance of the GCCS for the Public Works Department – Sanitation Division. However, the County reserves the right to make one (1) award or multiple awards, by group items or by line item, whichever is in the best interest of DeKalb County.
- B. The Stormwater Sites for Quarterly & Annual Inspections are included as Attachment K.
- C. The Existing Monitoring Points are included in Attachment L.

- D. The following Required Documents Checklist includes a list of attachments which **must** be completed and returned with Responder’s technical proposal:

<b>Required Documents</b>	<b>Attachment</b>
Proposal Cover Sheet	A
Contractor Reference and Release Form	B
Subcontractor Reference and Release Form	C
LSBE Documents – Exhibits A and B	D
Responder Affidavit	E
First Source Jobs Ordinance (with Exhibits 1 – 4)	F
New Employee Tracking Form	G
Cost Proposal	H
Sample County Contract	I
Exceptions to the Standard County Contract, if any	J

**❖ FAILURE TO RETURN THESE ATTACHMENTS WITH YOUR PROPOSAL WILL RENDER YOUR PROPOSAL NON-RESPONSIVE.**

- A. The services shall commence within ten (10) calendar days after acknowledgement of receipt of written notice to proceed and shall be completed within one hundred fifty (150) days.
- B. The intent of this bid is to make an all-award; however, the County reserves the right to one (1) award or multiple awards. The County may accept any item or group of items on any bid, whichever is in the best interest of DeKalb County.

**II. STATEMENT OF WORK**

The DeKalb County Public Works Department – Sanitation Division requires the services of a competent, experienced firm to provide environmental monitoring services, and operation and maintenance of the GCCS on a regularly scheduled basis in order to satisfy all related compliance requirements and to provide on-call services for contingency and supplemental sampling.

The services to be performed under the contract resulting from this RFP shall commence within ten (10) calendar days after receipt of written Notice to Proceed. The initial term of the contract shall be for twelve (12) calendar months. The contract may be renewed for four (4) additional twelve (12) calendar months terms at the same terms and conditions stated in the contract, for a total contract period of sixty (60) calendar months.

During the contract period, the Contractor shall do the following:

- A. Become familiar with the Seminole Road Landfill. Special attention shall be given to reviewing the subsurface conditions, the construction and operation of the open and closed cells, the existing monitoring systems including, but not limited to, problems associated with the systems, the operation and maintenance of the GCCS, and current status of communications between the County and the Environmental Protection Division of the Georgia Department of Natural Resources (EPD).
- B. Meet with the County, within five (5) calendar days after receipt of written notice to proceed, to review procedures and schedules for the monitoring activities.

- C. For control purposes use the monitoring well locations, as-built well installation information, boundary surveys, and other pertinent data as has been previously established by the County.
- D. Furnish all machinery, tools, apparatus, equipment, materials, labor, and all things necessary for conducting the Services.
- E. Provide permit compliance monitoring services for groundwater, surface water, and storm water, methane, and Title V in accordance with approved plans, and permits. Services will include sampling, testing and analysis of groundwater and storm water samples, and field monitoring of methane concentration levels. Services will include reporting and interpreting results to the County and EPD.
- Review of all analytical and sampling data related to groundwater, surface water, and storm water, leachate, or methane monitoring shall be completed immediately after lab completion. Any non-compliance (permits, MCL's) shall be submitted via email to DeKalb County within seventy-two (72) hours of the completed technical review. The County must be notified of any compliance issues within twenty-four (24) hours. Notification must include parameter, permit condition/MCL and recommendation for corrective measure. Contractor must also prepare notification letter to regulatory agency for DeKalb County.
  - Review of all data related to the Title V Permit shall be reviewed immediately and any deviation from permit conditions shall be submitted to the County within twenty-four (24) hours of the collection of the data. Any response to any regulatory agency for any instance of non-compliance with the Title V permit shall be submitted to the County within seventy-two (72) hours, in the form of a formatted letter to go to EPD or other regulatory agency.
  - The Title V Permit conditions shall be reviewed monthly to ensure all regulatory permit conditions are being met.
  - All regulatory compliance reports shall be submitted to the County for review at least fifteen (15) calendar days prior to the due date to EPD, except quarterly methane monitoring reports which shall be submitted to the County for review within seventy-two (72) hours after completion of the monitoring event. Reporting, responses, and deviations from compliance levels or permit conditions shall be included in the cost for each line item on the Cost Proposal.
- F. The Project Manager shall be a registered professional geologist and/or professional engineer in Georgia with a minimum of five (5) years' experience. At least three (3) years of this experience shall be directly related to ground water, surface water and air quality monitoring, containment assessment, and groundwater remediation pertaining to municipal solid waste landfills.
- G. Staff members must be committed to the project team for the duration of the contract. Substitution of personnel by the Contractor must be approved in advance by the County after submittal and review of the resume and qualifications of the proposed substitution.
- H. The Contractor must be able to demonstrate successful performance in conducting and implementing Assessment of Corrective Measures and Corrective Action Programs in accordance with the Georgia Environmental Protection Division Solid Waste Program. The Contractor must exhibit experience in addressing anomalous data to optimally utilize the Alternative Source Demonstration component of the Solid Waste Rules. The Contractor shall exhibit ability to communicate successfully with clients in providing information useful for

strategic planning of long-term environmental compliance.

- I. Operate, maintain, and repair as necessary, the GCCS, including necessary reports and notifications required by the County and EPD.
- J. Perform all work in accordance with the Georgia Environmental Protection Division (GEPD) Solid Waste Program Rules.
- K. Perform all work under the direction of a qualified ground water professional experienced in dealing with the GEPD solid waste personnel.

### III. PROPOSAL FORMAT

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

#### A. Cost Proposal

- 1. The cost proposal must be submitted in a separate, sealed envelope with the responder's name and "**Cost Proposal for RFP No. 20-500548 for Environmental Monitoring, GCCS Operation & Maintenance**" on the outside of the envelope.
- 2. The sealed envelope containing the cost proposal is requested to be included in the sealed package containing the technical proposal.
- 3. **DO NOT INCLUDE FEES OR COSTS IN ANY AREA OUTSIDE OF THIS COST PROPOSAL.** Including fees in any area outside of the Cost Proposal in its separate, sealed envelope shall result in Responder's proposal being deemed non-responsive.
- 4. Responders are required to submit their costs on Attachment H, *Cost Proposal Form*. **Responder shall not alter the cost proposal form.**

#### B. Technical Proposal

**DO NOT INCLUDE ANY COSTS OF ANY KIND IN THE TECHNICAL PROPOSAL OR ON THE DISCS CONTAINING THE TECHNICAL PROPOSAL.**

- 1. Technical Proposals must be submitted in a sealed envelope(s) or box(es) with the responder's name and "RFP No. 20-500548 for Environmental Monitoring, GCCS Operation & Maintenance" on the outside of each envelope or box.
- 2. Responder shall complete Attachment A, *Proposal Cover Sheet*, and include this as the first page of the technical proposal.

3. Technical Approach:
  - a. Describe the procedures and methods that will be used to achieve the required outcome of this project specified under Section II: Statement of Work.
4. Project Management:
  - a. Describe how the project will be organized and managed; include the anticipated use of subcontractors or vendors; and describe the resources necessary to accomplish the purpose of the project.
5. Personnel:
  - a. Identify the qualified individual(s) that will serve as project manager(s), as well as the individuals who will be part of the project team, include any outside personnel, such as subcontractors; and provide detailed resumes of team members and subcontractors who will be directly working on the project.
  - b. **Note:** The Project Manager shall be a registered professional Geologist and/ or professional engineer in Georgia with a minimum of five (5) years' experience. At least three (3) years of this experience shall be directly related to ground water, surface water and air quality monitoring, containment assessment; and groundwater remediation pertaining to municipal solid waste landfills.
6. Organizational Qualifications:
  - a. Resumes for all project personnel shall be included and show at least the following:
    - Name, specialty, job title and project job title.
    - Years of relevant experience with the firm and experience with previous employers.
    - Academic degree(s), discipline, and year degree(s) received.
    - Professional registrations.
    - Office location where employed.
    - A synopsis of specific experience, skills, training, and other qualifications with demonstrate the individual's ability to fulfill the duties of the position.
7. Financial Responsibility:
  - a. Responder must provide financial statements for the last three (3) years that evidences the responder's financial capabilities to perform the scope of work. (Audited statements are preferable but a minimum of balance sheet, income statement and cash flow statement may be accepted.) Provide year of incorporation (if applicable).
8. References:
  - a. Responder shall provide three (3) references for projects similar in size and scope to the project specified herein using the Contractor Reference and Release Form attached hereto as Attachment B.
  - b. Provide three (3) references for each subcontractor proposed as a part of the project team. The references shall be for the same or similar types of services to be performed by the subcontractor (including LSBE-DeKalb and LSBE-MSA firms) on projects similar in size and scope to the project outlined in this RFP. Use Attachment C, Subcontractor Reference and Release Form. Make additional copies as needed.

9. Location and Responsibility:

- a. The Contractor must maintain an office in the greater Atlanta area during the contract period. The contractor must be available to meet in person with DeKalb County personnel within a 24-hour period of being notified.

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

**C. DeKalb First Local Small Business Enterprise (LSBE) Ordinance**

1. It is the objective of the Chief Executive Officer and Board of Commissioners of DeKalb County to provide maximum practicable opportunity for all businesses to participate in the performance of government contracts. The current DeKalb County List of Certified Vendors may be found on the County website at <http://www.dekalbcountyga.gov/purchasing/pdf/supplierList.pdf>.
2. It is required that all responding Responders attend the mandatory LSBE meeting within two-weeks of the solicitation's advertisement, and comply, complete and submit all LSBE forms with the Responder's response to remain responsive. Attendance can be in person, via video conference and teleconference. Video conferencing is available through Skype/Lync. Instructions for attendance via video conference can be found on the County's website at <https://www.dekalbcountyga.gov/purchasing-contracting/dekalb-first-lsbe-program>.
3. For further details regarding the DeKalb First Local Small Business Enterprise Ordinance, contact our LSBE Program representatives at [DekalbFirstLSBE@dekalbcountyga.gov](mailto:DekalbFirstLSBE@dekalbcountyga.gov).

**D. Federal Work Authorization Program Contractor and Subcontractor Evidence of Compliance**

All qualifying contractors and subcontractors performing work with DeKalb County, Georgia must register and participate in the federal work authorization program to verify the work eligibility information of new employees. Successful responder(s) shall be required to register and participate in the federal work authorization program, which is a part of Attachment I, *Sample County Contract*. In order for a Proposal to be considered, it is **mandatory** that the *Responder Affidavit*, Attachment E, be completed and submitted with responder's proposal.



#### IV. CRITERIA FOR EVALUATION

The following evaluation criteria and the maximum points stated below will be used as the basis for the evaluation of proposals.

- A. Cost (10 points)
- B. Technical Approach to the Project (30 points)
- C. Project Management (15 points)
- D. Personnel Qualifications (15 points)
- E. Organizational Qualifications (10 points)
- F. Financial Responsibility (5 points)
- G. References (5 points)
- H. Local Small Business Enterprise (LSBE) Participation (10 points)
- I. Optional Interview (10 bonus points)

#### V. CONTRACT ADMINISTRATION

##### A. Standard County Contract

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

##### B. Submittal Instructions

One (1) original Technical Proposal stamped "**ORIGINAL**" and eight (8) identical copies, compact discs or flash drives will also be accepted (**DO NOT include the Cost Proposal on the discs or flash drives**); and one (1) original Cost Proposal (see Section III. A. for additional instructions regarding submittal of Cost Proposal) must be submitted to the following address no later than **3:00PM EST on Tuesday August 25, 2020**.

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

Proposals must be clearly identified on the outside of the packaging with the responder's name and "**RFP No. 20-500548 for Environmental Monitoring, GCCS Operation & Maintenance**" on the outside of the envelope(s) or box(es).

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

**C. Mandatory Pre-Proposal Conference & Site Visit**

A mandatory pre-proposal conference and site visit will be held at 11:00AM EST on Tuesday July 27<sup>th</sup>, 2020 at DeKalb County Sanitation - Renewable Fuels Facility Conference Room. 4295 Clevefont Rd., Ellenwood, GA 30294. Both pre-proposal conference and site visit are mandatory, failure to attend both will be deemed non-responsive. For information regarding the pre-proposal conference and site visit, please contact Jovan Hooper, Procurement Agent at [jhooper@dekalbcountyga.gov](mailto:jhooper@dekalbcountyga.gov).

**D. Questions**

All questions concerning the Project and requests for interpretation of the Contract may be asked and answered at the pre-bid conference; however, oral answers are not authoritative. Questions must be submitted to Jovan Hooper, via email to [jhooper@dekalbcountyga.gov](mailto:jhooper@dekalbcountyga.gov) no later than close of business on Tuesday August 4, 2020. Questions and requests for interpretation received by the Department of Purchasing and Contracting after this date will not receive a response or be the subject of addenda.

**E. Acknowledgment of Addenda**

Addenda may be issued in response to changes in the RFP. It is the responsibility of the responder to ensure awareness of all addenda issued for this solicitation. Please acknowledge the addenda and submit to the Department of Purchasing and Contracting as requested. Responder may contact Jovan Hooper at [jhooper@dekalbcountyga.gov](mailto:jhooper@dekalbcountyga.gov) to verify the number of addenda prior to submission. Addenda issued for this project may be found on DeKalb County's website, [www.dekalbcountyga.gov/formalbids](http://www.dekalbcountyga.gov/formalbids)

**F. Proposal Duration**

Proposals submitted in response to this RFP must be valid for a period of One Hundred Twenty (120) days from proposal submission deadline and must be so marked.

**G. Project Director/Contract Manager**

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

**H. Expenses of Preparing Responses to this RFP**

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

**I. Georgia Open Records Act**

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

**J. 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 H, 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 Work Source DeKalb at [www.worksourcedekalb.org](http://www.worksourcedekalb.org) or 404-687-3400.

**K. Business License**

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

**L. 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.

**M. 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.

**N. Cooperative Procurement**

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

**VI. AWARD OF CONTRACT**

An evaluation committee will review and rate all proposals and shall determine if interviews are necessary.

If interviews are conducted, firms will be scheduled for an oral presentation to the evaluation committee, not to exceed one hour's duration, to respond to questions from the evaluation committee relevant to the firm's proposal.

The evaluation committee will make its recommendation for award to the DeKalb County Board of Commissioners, who will make the final decision as to award of contract.

**THE COUNTY RESERVES THE RIGHT TO REJECT ANY AND ALL PROPOSALS, TO WAIVE INFORMALITIES, AND TO RE-ADVERTISE.**

Sincerely,

A handwritten signature in black ink, appearing to read 'Jovan Hooper', written over a horizontal line.

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Jovan Hooper  
Procurement Agent  
Department of Purchasing and Contracting

Attachment A: Proposal Cover Sheet  
Attachment B: Contractor Reference and Release Form  
Attachment C: Subcontractor Reference and Release Form  
Attachment D: LSBE Opportunity Tracking Form  
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Attachment N: Leachate Permit – Seminole Road Landfill

**ATTACHMENT A  
PROPOSAL COVER SHEET**

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

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

Company Name		Federal Tax ID#	
Complete Primary Address	County	City	Zip Code
Mailing Address (if different)	City	State	Zip Code
Contact Person Name and Title	Telephone Number (include area code)		
Email Address	Fax Number (include area code)		
Company Website Address	Type of Organization (check one) <input type="checkbox"/> Corporation <input type="checkbox"/> Joint Venture <input type="checkbox"/> Proprietorship <input type="checkbox"/> Government		
<p>Proposals for RFP No. 20-500548 for Environmental Monitoring, GCCS Operation &amp; Maintenance described herein will be received in the Purchasing &amp; Contracting Department, 2<sup>nd</sup> Floor, The Maloof Administration Building; 1300 Commerce Drive, Decatur, Georgia 30030 on Tuesday August 18, 2020 until <u>3:00PM EST</u>. Proposals shall be marked in accordance with the RFP, <b>section V.B.</b></p> <p><b>CAUTION:</b> The Decatur Postmaster will not deliver certified or Special Delivery Mail to specific addresses within DeKalb County Government. When sending bids or time sensitive documents, you may want to consider a courier that will deliver to specific addresses.</p>			
<p>Proposal Cover Sheet should be signed by a representative of Proposer with the authority to bind Proposer to all terms, conditions, services, and financial responsibilities in the submitted Proposal.</p>			
Authorized Representative Signature(s)		Title(s)	
Type or Print Name(s)		Date	

**ATTACHMENT B  
CONTRACTOR REFERENCE AND RELEASE FORM**

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

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

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

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

**REFERENCE CHECK RELEASE STATEMENT**

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

Signed \_\_\_\_\_ Title \_\_\_\_\_  
(Authorized Signature of Proposer)

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



**ATTACHMENT C  
SUBCONTRACTOR REFERENCE AND RELEASE FORM**

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

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

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

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

**REFERENCE CHECK RELEASE STATEMENT**

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

Signed \_\_\_\_\_ Title \_\_\_\_\_  
(Authorized Signature of Proposer)

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

**ATTACHMENT D  
DEKALB FIRST LSBE INFORMATION  
WITH EXHIBITS A – B**

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

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

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

<b>Percentage of LSBE Participation Required</b>
<b>20% of Total Award</b>

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

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

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

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

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

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

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

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

**EXHIBIT A**

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

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

PRIME BIDDER/PROPOSER: \_\_\_\_\_

SOLICITATION NUMBER: **20-500548**

TITLE OF UNIT OF WORK: **Environmental Monitoring, GCCS Operation & Maintenance**

1. My firm, as the prime bidder/proposer on this unit of work, is a certified (check all that apply):  
 LSBE-DeKalb     LSBE-MSA
  
2. If you are a Certified LSBE-DeKalb or MSA, please indicate below the percentage of that your firm will carry out directly: \_\_\_\_\_.
  
3. If the prime bidder/proposer is a joint venture, please describe below the nature of the joint venture and level of work and percentage of participation to be provided by the LSBE-DeKalb or MSA joint venture firm.  
  
 \_\_\_\_\_  
  
 \_\_\_\_\_

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

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

Name of Company	
Address	

Telephone	
Fax	
Contact Person	
Indicate certification status and attach proof of certification: LSBE-DeKalb/LSBE-MSA	
Description of services to be performed	
Percentage of work to be performed	

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

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

Please attach additional pages, if necessary.

**EXHIBIT A, CONT'D**  
**DEKALB COUNTY**  
**CHECKLIST FOR GOOD FAITH EFFORTS**

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

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

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

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This list is a guideline and by no means exhaustive. The County will review these efforts, along with attached supporting documents, to assess the bidder/proposer's efforts to meet the County's LSBE Participation benchmark. If you require assistance in identifying certified, bona fide LSBEs, please contact the Purchasing and Contracting Department - DeKalb First Program at [DeKalbFirstLSBE@dekalbcountyga.gov](mailto:DeKalbFirstLSBE@dekalbcountyga.gov).

**EXHIBIT A, CONT'D**

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

**Bidder/Proposer Statement of Compliance**

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

**1. Non-Discrimination Policy**

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

**2. Commitment**

The undersigned certifies that he/she has read, understands, and agrees to be bound by the bid specifications, including the accompanying Exhibits and other terms and conditions of the



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

Firm Name (Please Print):

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Firm's Officer:

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(Authorized Signature and Title Required)

Date

Sworn to and Subscribed to before me this \_\_\_\_ day of \_\_\_\_\_, 202\_\_.

---

Notary Public

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

**EXHIBIT B**

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

Instructions:

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

**To:** \_\_\_\_\_  
**(Name of Prime Contractor Firm)**

**From:** \_\_\_\_\_  **LSBE –DeKalb**  **LSBE –MSA**  
**(Name of Subcontractor Firm)** **(Check all that apply)**

**ITB Number:** 20-500548 \_\_\_\_\_

**Project Name:** Environmental Monitoring, GCCS Operation & Maintenance

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

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

**Prime Contractor**

**Sub-contractor**

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

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

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

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

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

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

**ATTACHMENT E  
RESPONDER AFFIDAVIT**

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

\_\_\_\_\_  
Responder's Name

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

\_\_\_\_\_  
BY: Authorized Officer or Agent

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

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

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

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

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

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



ATTACHMENT F

**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 [fkadkins@dekalbcountyga.gov](mailto:fkadkins@dekalbcountyga.gov), [malee@dekalbcountyga.gov](mailto:malee@dekalbcountyga.gov), [vlricksion@dekalbcountyga.gov](mailto:vlricksion@dekalbcountyga.gov), or [jmjones@dekalbcountyga.gov](mailto:jmjones@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. Revised March 2018*

**ATTACHMENT G**

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

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

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

**FIRST SOURCE JOBS ORDINANCE INFORMATION**  
**EXHIBIT 3**

**BUSINESS SERVICE REQUEST FORM**

**Please note: We need one form completed for each position that you have available.**

**FEDERAL TAX ID:**

**COMPANY NAME:**

**WEBSITE:**

**ADDRESS:**

**(WORKSITE ADDRESS IF DIFFERENT):**

**CONTACT NAME:**

**CONTACT PHONE:**

**CONTACT FAX:**

**CONTACT E-MAIL ADDRESS:**

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

---

**JOB DESCRIPTION: (PLEASE INCLUDE A COPY OF JOB DESCRIPTION)**

**POSITION TITLE:**

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

**WEEKLY WORK HOURS: 20-30 hours  30-40 hours  Other**

**SPECIFIC WORK SCHEDULE:**

**SALARY RATE(OR RANGE):**

**PERM  TEMP  TEMP-TO-PERM  SEASONAL**

**PUBLIC TRANSPORTATION ACCESSIBILITY YES  NO**

**IF SCREENINGS ARE REQUIRED, SELECT ALL THAT APPLY:**

**CREDIT  DRUG  MVR  BACKGROUND  OTHER \_\_\_\_\_**

**Please return form to: Business Solutions Unit (First Source)  
774 Jordan Lane Bldg. #4  
Decatur, Ga. 30033  
Phone: (404) 687-3400  
FirstSourceJobs@dekalbcountyga.gov**

**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

**ATTACHMENT H**  
**CONTRACTOR'S COST PROPOSAL**  
**(consisting of 9 pages)**

**20-500548 ENVIRONMENTAL MONITORING, GCCS OPERATION & MAINTENANCE**

Responder: Please complete the attached pages of the Cost Proposal Form and return them with this cover page. The cost proposal **MUST** be submitted in a separate, sealed envelope with the Responder's name and the title: "Request for Proposal No. 20-500548 for Environmental Monitoring, GCCS Operation & Maintenance" on the outside of the envelope.

By signing this page, Responder acknowledges that he/she has carefully examined and fully understands the Contract, Scope of Work (SOW) and other attached documents, and hereby agrees that if the proposal is accepted, he/she will contract with Dekalb County according to the Request for Proposal documents.

Please provide the following information:

Name of Firm: \_\_\_\_\_

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

Contact Person Submitting Proposal: \_\_\_\_\_

Title of Contact Person: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

\_\_\_\_\_  
Signature of Contact Person

\_\_\_\_\_  
Title of Contact Person



# COST PROPOSAL

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

ITEM NO.	ITEM DESCRIPTION	ESTIMATED NO. OF EVENTS/ ANNUAL	COST PER EVENT	EXTENDED AMOUNT
<b><u>PART I: MONITORING AND O&amp;M SERVICES</u></b>				
<b><u>A. Storm Water and Erosion Control Monitoring</u></b>				
1.	Annual effluent limitation/benchmark monitoring and reporting for landfill.	1	\$ _____	\$ _____
2.	Resampling/Quarterly storm water monitoring for constituents exceeding effluent limitations for landfill.	4	\$ _____	\$ _____
3.	Quarterly inspection of the SWP3 BMPs including written reports and meeting for landfill.	4	\$ _____	\$ _____
4.	Annual comprehensive inspection and EPD report for the landfill.	1	\$ _____	\$ _____
5.	Quarterly SWP3 inspections including written reports for 3 transfer stations, 4 collection lots, 2 fleet maintenance shops, and 2 roads & drainage facilities.	4	\$ _____	\$ _____
6.	Annual comprehensive inspection and EPD reports for 3 transfer stations, and 4 collection lots, 2 fleet maintenance shops, and 2 roads & drainage facilities.	1	\$ _____	\$ _____
7.	Provide lab analysis and reporting for storm water monitoring at landfill, twice quarterly for fecal coliform.	8	\$ _____	\$ _____
8.	Annual NPDES Training Workshop, supply workbook/materials for approximately 100 employees.	1	\$ _____	\$ _____

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

ITEM NO.	ITEM DESCRIPTION	NO. OF EVENTS/ ANNUAL	COST PER EVENT	EXTENDED AMOUNT
9.	Annual SWPPP Review and NOI/SWPPP Update for landfill, three transfer stations, four collection lots, two fleet maintenance shops, and two roads & drainage facilities.	1	\$	\$
10.	Evaluation of Non-Storm water Discharges into Storm Sewer System for landfill, three transfer stations, four collections lots, two fleet maintenance shops, and two roads & drainage facilities.	1	\$	\$
<b>B. Groundwater and Surface Water Monitoring</b>				
11.	Semi-Annual surface water monitoring and reporting (Jan. & Jul.).	2	\$	\$
12.	January Appendix I detection monitoring events & reporting (Jan.).	1	\$	\$
13.	July Appendix I & II detection, and assessment monitoring events and reporting (Jul.).	1	\$	\$
14.	Annual monitoring and natural attenuation plan sampling, evaluation, and reporting (Jul.).	1	\$	\$
15.	<b>Semi-Annual leachate monitoring and reporting.</b>			
15a.	Bi Monthly Leachate Sampling – Tank 1 & 2	24	\$	\$
15b.	Monthly Self-Monitoring Report	12	\$	\$
15c.	Quarterly Leachate Sampling – Tank 1 & 2	4	\$	\$
15d.	Semi-Annual Leachate Monitoring and Reporting	2	\$	\$

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

ITEM NO.	ITEM DESCRIPTION	NO. OF EVENTS/ANNUAL	COST PER EVENT	EXTENDED AMOUNT
16.	Quarterly methane monitoring & reporting (Jan., Apr., Jul., Oct.)	4	\$	\$
17.	Quarterly surface emissions monitoring & reporting (Jan., Apr., Jul., Oct.) for Phase 1, 2, 2A and Phases 3&4 landfill footprints. (See Note 2)	4	\$	\$
18.	Confirmation of surface emission corrective action monitoring & reporting. Estimated 4 events per year.	4	\$	\$
<b>C. Mining and Borrow Area Monitoring</b>				
19.	Quarterly monitoring inspection and letter report for four borrow areas (Ward Lake, Linecrest, Johnson Property, Panthersville Property and South River Sand Pit)	4	\$	\$
20.	Annual mining status report to EPD for each of the four borrow areas (Ward Lake, Linecrest, Johnson Property, Panthersville Property and South River Sand Pit).	1	\$	\$
<b>D. GCCS Operation and Maintenance</b>				
21.	Monthly GCCS and PCS monitoring, adjustment, and reporting.	12	\$	\$
22.	Maintain and monitor, evaluate, and report liquid level in GCCS (Anticipate 4 events per year).	2	\$	\$
23.	Blower maintenance lubrication letter report for Title V record (Anticipate 8 events per year).	4	\$	\$
24.	Flares maintenance/outage events including letter report for Title V record. (Anticipate 10 events per month for each flare. There are two flares in total).	120	\$	\$

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

ITEM NO.	ITEM DESCRIPTION	NO. OF EVENTS/ANNUAL	COST PER EVENT	EXTENDED AMOUNT
25.	Establish, update, and submit weekly SSMP report for GCCS flares, Green Energy Facility, and RFF.	52	\$ _____	\$ _____
26.	Perform daily monitoring using remote monitoring access for Title V compliance and maintenance (flare station, pump stations, Green Energy Facility, and RFF)	365	\$ _____	\$ _____
27.	Perform monthly pump maintenance on a minimum of 25 pumps. This shall include pulling, pressure washing/cleaning and swapping out salvaged pumps with new pumps	12	\$ _____	\$ _____
<b>E. Title V Reporting, Control Devices and Operations</b>				
28.	Monthly Candlestick Flare Operations and Maintenance.	12	\$ _____	\$ _____
29.	Monthly Ultra Low Nox Flare Operations and Maintenance.	12	\$ _____	\$ _____
30.	Semi-Annual Title V report. Prepare and submit mid-period draft (3-month report) and final (6-month report).	4	\$ _____	\$ _____
31.	Annual Title V certification. Prepare and submit mid-period draft (6-month report), and final (12-month report).	2	\$ _____	\$ _____
32.	Prepare annual emission inventory and prepare annual emission statement.	1	\$ _____	\$ _____
33.	Prepare and submit annual emission fee form to County & regulatory agency. The County will pay the annual emissions fees.	1	\$ _____	\$ _____

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

ITEM NO.	ITEM DESCRIPTION	NO. OF EVENTS/ ANNUAL	COST PER EVENT	EXTENDED AMOUNT
34.	Annual review and annual update of SSMP for GCCS flare, Green Energy Facility, and LFG to RNG Facility.	1	\$	\$
35.	Monthly on-site file review, documentation verification, and permit conditions review for all Title V permits	12	\$	\$
<b>F. Greenhouse Gas Monitoring</b>				
36.	GHG Monitoring and Monthly Database Updates.	12	\$	\$
37.	Annual GHG Monitoring Report	1	\$	\$
38.	Annual On-Site Compliance Review of GHG Monitoring records and update to GHG Monitoring Plan.	1	\$	\$
<b>G. Preventive Maintenance Activities</b>				
39.	Semi-Annual preventive inspections and documentation for ground water and methane wells.	2	\$	\$
40.	Quarterly preventive inspections and recommend corrective action/measures (if necessary) for leachate sumps, condensate know-outs, and pump stations. <i>Note: Contractor shall provide Inspection Form and shall submit to County for Approval.</i>	6	\$	\$
41.	Quarterly preventive inspections and recommend corrective action/measures (if necessary) for air compressor and flares back-up/emergency generator. <i>Note: Contractor shall provide Inspection Form and shall submit to County for Approval.</i>	6	\$	\$

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

<b>H. Administrative</b>				
42.	Monthly engineering meeting at CNG facility.	12	\$ _____	\$ _____
<b>LUMP SUM SUB-TOTAL (Items 1-42)</b>				\$ _____
<b>I. Contingency Fund</b>				
43a.	Repair and Replacement Parts			\$75,000.00
43b.	Fund allowance for annual GCCS repair/replacement parts and labor to maintain gas well pumps, tubing, counters, and leachate knock out, ground water and methane monitoring wells.			\$100,000.00
43c.	Contractor's price for well raising per event (Quantity of events TBD... All wells have pumps installed... Quote should refer to 10 ft. extensions)			\$ _____
<b>LUMP SUM TOTAL (Items 1-43)</b>			\$ _____	
<b><u>PART II: SUPPLEMENTAL PRICING FOR SAMPLING</u></b>				
<b><u>MONITORING AND ON-CALL ACTIVITIES (As Needed Basis)</u></b>				
<b>A. Engineer/Scientist</b>				
44.	Staff Professional	10	\$ _____ /hr.	\$ _____
45.	Sr. Staff Professional	10	\$ _____ /hr.	\$ _____
46.	Professional	10	\$ _____ /hr.	\$ _____
47.	Project Professional	10	\$ _____ /hr.	\$ _____
48.	Sr. Professional	10	\$ _____ /hr.	\$ _____
49.	Associate	10	\$ _____ /hr.	\$ _____
50.	Principal	10	\$ _____ /hr.	\$ _____
<b>B. Construction Services</b>				
51.	Engineer Technical I	10	\$ _____ /hr.	\$ _____

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

52.	Engineer Technical II	10	\$ /hr.	\$
53.	Sr. Engineer Technical I	10	\$ /hr.	\$
54.	Sr. Engineer Technical II	10	\$ /hr.	\$
55.	Site Manager I	10	\$ /hr.	\$
56.	Site Manager II	10	\$ /hr.	\$
57.	Construction Manager	10	\$ /hr.	\$

**C. Design, Graphical, and Administrative Services**

58.	Designer	10	\$ /hr.	\$
59.	Sr. Drafter/Sr. CADD Operator	10	\$ /hr.	\$
60.	Sr. Drafter/Sr. CADD/Artist	10	\$ /hr.	\$
61.	Admin. Assistant/Tech Word Processor	10	\$ /hr.	\$
62.	Clerical	10	\$ /hr.	\$

**TOTAL (Items 44-62)**

**\$ \_\_\_\_\_**

**PART III: GAS COLLECTION AND CONTROL SYSTEM (GCCS) UPGRADE (Additive Alternate Item Only)**

63.	GCCS Upgrade (LUMP SUM AMOUNT) <i>(Maximum budgeted amount = \$400,000.00)</i>			\$400,000.00
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**Notes To Proposer**

- The prices for item nos. 1-42 shall include all labor, equipment, transportation, supplies, laboratory analysis and reporting, supervision, payroll additives such as profit and overhead, safety and traffic control devices, flagmen, drafting, data reduction, signing and certifying surveys, and incidentals.
- Surface emissions monitoring is required for the two (2) landfill footprints (Phase 1, 2, 2A and Phases 3 & 4). The work shall be in accordance with the following:
  - Regulations set forth in the New Source Performance Standards (NSPS), 40 CFR 60.755 (c) and (d)
  - 40 CFR 60 Appendix A Method 21, promulgated by the United States Environmental Protection Agency (US EPA)
  - Seminole Road Landfill's Title V Permit issued by the Georgia Environmental Division (GA EPD)

Consistent with the landfill's approved GCCS design plan, the technician will traverse those landfill areas that require monitoring. No areas with steep slopes or other dangerous conditions (active portions of the landfill and areas under construction) will be included. Calibration logs

for all equipment/instruments utilized must be included in the report. Surface emission monitoring route map must be included in the report.

3. Section D. GCCS Operation and Maintenance:

- Phase 1/2/2A    131 Extraction wells  
                      4 inline valves  
                      12 horizontal collectors  
                      6 Leachate cleanouts  
                      14 perimeter control (PC) wells

- Phase 3            75 Extraction wells  
                          6 leachate cleanouts

- Total points in landfill:

206 Extraction Wells  
4 Valves  
12 Horizontal collectors  
13 Leachate Cleanouts  
14 Perimeter Control Wells  
**249 Total Monitoring Points**

4. Please refer to Attachment \_\_K\_\_ for list of Storm Water Sites for Quarterly & Annual Inspections.
5. Gas quality parameters shall meet the RFF's requirements: 50-55% methane less than 1% Oxygen (<1%).
6. Contractor shall provide and maintain ALL equipment necessary to conduct the services.
7. Contractor shall continuously collect GHG data and submit weekly.
8. Contractor shall not be entitled to the Contingency Fund without written approval by the County.
9. The No. of Units/Annual and the Extended Amounts for items nos. 44-62 are for evaluation purposes only. They do not reflect the actual numbers.
10. The Fixed Hourly Rates for items nos. 44-62 shall be firm throughout the contract term.
11. GCCS Upgrade (Item no. 63) was included as Additive Alternate item only. This work may be added to the existing contract depending upon availability of funding. See Attachment \_\_M\_ for Scope of Work.
12. What is average cost for pump repairs \$\_\_\_\_\_.
13. What is average cost for groundwater/methane well repairs \$\_\_\_\_\_.
14. The County's approved Operations and Maintenance Contractor for the Renewable Fuels Facility shall provide technical assistance (training and software tools) to the awarded vendor in maximizing the landfill gas quality. This teamwork approach will be beneficial to the GCCS; hence resulting in gas quality to meet the Renewable Fuels Facility Operations. The assistance will be provided at no charge to DeKalb County Sanitation Department or the awarded vendor.



15. Abbreviations:

- (a) SWP3 – Storm Water Pollution Prevention Plan
- (b) BMPs – Best Management Practices
- (c) EPD – Environmental Protection Division
- (d) NPDES – National Pollutant Discharge Elimination Permit
- (e) SWPPP – Storm Water Pollution Preventive Plan
- (f) NOI – Notice of Intent
- (g) SSMP – Startup, Shutdown, Malfunction Plan
- (h) RFF – Renewable Fuels Facility
- (i) RNG – Renewable Natural Gas
- (j) LFG – Landfill Gas
- (k) GHG – Green House Emission
- (l) CNG – Compressed Natural Gas
- (m) GCCS – Gas Collection and Control System

**ATTACHMENT I**

**AGREEMENT FOR PROFESSIONAL SERVICES  
DEKALB COUNTY, GEORGIA**

THIS AGREEMENT made as of this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, (hereinafter called the “execution date”) by and between DEKALB COUNTY, a political subdivision of the State of Georgia (hereinafter referred to as the “County”), and \_\_\_\_\_, a corporation organized and existing under the laws of the State of \_\_\_\_\_, with offices in \_\_\_\_\_, \_\_\_\_\_ (hereinafter referred to as “Contractor”), shall constitute the terms and conditions under which the Contractor shall provide \_\_\_\_\_ in DeKalb County, Georgia.

WITNESSETH: That for and in consideration of the mutual covenants and agreements herein set forth, the County and the Contractor hereby agree as follows:

**ARTICLE I. CONTRACT TERM**

The Contractor shall commence the Work under this Contract within ten (10) days from the acknowledgement of receipt of the Notice to Proceed. As required by O.C.G.A §36-60-13, this Contract shall (i) terminate without further obligation on the part of the County each and every December 31<sup>st</sup>, as required by O.C.G.A. § 36-60-13, as amended, unless terminated earlier in accordance with the termination provisions of this Contract; (ii) automatically renew on each January 1<sup>st</sup>, unless terminated in accordance with the termination provisions of this Contract; and (iii) terminate absolutely, with no further renewals, on December 31, 20XX, unless extended by Change Order adopted and approved by the DeKalb County Governing Authority and the Contractor in accordance with the terms of this Contract.

**ARTICLE III. PAYMENT**

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

Invoice(s) must be submitted as follows:

- A. Original invoice(s) must be submitted to:  
DeKalb County, Georgia  
Attention: "SANITATION"

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

- B. Upon award, Prime Contractor(s) with Local Small Business Enterprise (LSBE) Subcontractor(s) shall enter utilization reports electronically at [www.dekalblsbe.info](http://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](http://www.dekalblsbe.info)

#### **ARTICLE IV. STATEMENT OF WORK**

The Contractor agrees to provide all \_\_\_\_\_ services in accordance with the County's Request for Proposals (RFP) No. 20-500548 for Environmental Monitoring, GCCS Operation & Maintenance, attached hereto as Appendix I and incorporated herein by reference, and the Contractor's response thereto, attached hereto as Appendix II and incorporated herein by reference.

The Contractor's services shall include all things, personnel, and materials necessary to accomplish specific projects authorized by the County. Specific Work Authorizations will have precedence over any interpretation within the Contract.

#### **ARTICLE V. GENERAL CONDITIONS**

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

**B. Additional Work** The County shall in no way be held liable for any work performed under this section which has not first been approved in writing by the County in the manner required by applicable law and/or the terms of this Contract. The County may at any time order changes within the scope of the Work without invalidating the Contract upon seven (7) days written notice to the Contractor. The Contractor shall proceed with the performance of any changes in the Work so ordered by the County unless such change entitles the Contractor to a change in Contract Price, and/or Contract Term, in which event the Contractor shall give the County written notice thereof within fifteen (15) days after the receipt of the ordered change, and the Contractor shall not execute such changes until it receives an executed Change Order from the County. No extra cost or extension of time shall be allowed unless approved by the County and authorized by execution of a Change Order. The parties' execution of any Change Order constitutes a final settlement of all matters relating to the change in the Work which is the subject of the Change Order. The County shall not be liable for payment for any work performed under this section which has not first been approved in writing by the County in the manner required by applicable law and/or the terms of this Contract.

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

**D. Right to Audit** The County shall have the right to audit all books and records, including electronic records, relating or pertaining to this contract or agreement, including but not limited to all financial and performance related records, property, and equipment purchased in whole or in part with

County funds and any documents or materials which support those records, kept under the control of the Contractor, including but not limited to those kept by the Contractor's employees, agents, assigns, successors and subcontractors. The County also has the right to communicate with Contractor's employees related to the audited records.

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

**E. Successors and Assigns** The Contractor agrees it shall not sublet, assign, transfer, pledge, convey, sell, or otherwise dispose of the whole or any part of this Contract or his right, title, or interest therein to any person, firm, or corporation without the previous written consent of the County. If the County consents to any such assignment or transfer, then the Contractor binds itself, its partners, successors and assigns to all covenants of this Contract. Nothing contained in this Contract shall create, nor be interpreted to create privity, or any other relationship whatsoever, between the County and any person, or entity or than Contractor.

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

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

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

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

1. Contractor's liability shall be limited to public liability (personal injury and property damage)
2. Ownership of Documents clause does not apply to pre-existing intellectual property owned by Contractor. Contractor shall retain all rights, title and interest thereto. To the extent that the Contractor incorporates pre-existing intellectual property into a derivative work for the County, Contractor will retain ownership of such derivative work as well.

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

1. Certificates of Insurance in companies doing business in Georgia and acceptable to the County covering:
  - (a) Statutory Workers' Compensation Insurance, or proof that Contractor is not required to provide such coverage under State law;
    - (1) Employer's liability insurance by accident, each accident \$1,000,000
    - (2) Employer's liability insurance by disease, policy limit \$1,000,000
    - (3) Employer's liability insurance by disease, each employee \$1,000,000
  - (b) Professional Liability Insurance on the Contractor's services in this Agreement with limit of \$1,000,000;
  - (c) Commercial General Liability Insurance covering all operations with combined single limit of \$1,000,000;

- (d) Comprehensive Automobile Liability Insurance with form coverage for all owned, non-owned and hired vehicles with combined single limit of \$1,000,000.
  - (e) Umbrella or Excess Insurance. Umbrella or excess insurance is to be provided with General Liability, Auto Liability and Employers Liability scheduled as underlying policies with limits not less than the following:
    - \$5,000,000 per occurrence
    - \$5,000,000 aggregate
2. Additional Insured Requirement:
- (a) The County, its elected officials, officers, employees and agents, hereinafter referred to in this article and in the article entitled "Certificates of Insurance" as "the County and its officers" are to be named as additional insured on all policies of insurance except worker's compensation insurance with no cross suits exclusion. The County and its officers shall be included as additional insureds under commercial general liability and commercial umbrella insurance, for liabilities arising out of both the ongoing and completed operations of Contractor. Such additional insured coverage shall be endorsed to Contractor's policy by attachment of ISO Additional Insured Endorsement forms CG 20 10 10 01 (ongoing operations) and CG 20 37 10 01 (products-completed operations), or form(s) providing equivalent coverage.
  - (b) All coverages required of the Contractor will be primary over any insurance or self-insurance program carried by the County.
  - (c) If the Contractor is a joint venture involving two (2) or more entities, then each independent entity will satisfy the limits and coverages specified here or the joint venture will be a named insured under each respective policy specified.
3. Fidelity Bond coverage shall be provided. Coverage limits shall not be less than the amount scheduled in the contract.
4. Certificates of Insurance must be executed in accordance with the following provisions:
- (a) Certificates to contain policy number, policy limits, and policy expiration date of all policies issued in accordance with this Agreement;
  - (b) Certificates to contain the location and operations to which the insurance applies;
  - (c) Certificates to contain Contractor's protective coverage for any subcontractor's operations;
  - (d) Certificates to contain Contractor's contractual liability insurance coverage;
  - (e) Certificates are to be issued to:
    - DeKalb County, Georgia**
    - Director of Purchasing & Contracting**
    - The Maloof Center, 2<sup>nd</sup> Floor**
    - 1300 Commerce Drive**
    - Decatur, Georgia 30030**
5. The Contractor shall be wholly responsible for securing certificates of insurance coverage as set forth above from all subcontractors who are engaged in this work.
6. The Contractor agrees to carry statutory Workers' Compensation Insurance and to have all subcontractors likewise carry statutory Workers' Compensation Insurance.

7. Contractor agrees to waive all rights of subrogation and other rights of recovery against the County and its officers and shall cause each Subcontractor to waive all rights of subrogation for all coverage, excluding Professional E&O.
8. Failure of the County to demand such certificate or other evidence of full compliance with these insurance requirements or failure of the County to identify a deficiency from evidence provided will not be construed as a waiver of the Contractor's obligation to maintain such coverage. Contractor understands and agrees that the purchase of insurance in no way limits the liability of the Contractor.
9. 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.
10. If the County shall so request, the Contractor will furnish the County for its inspection and approval such policies of insurance with all endorsements, or confirmed specimens thereof certified by the insurance company to be true and correct copies. Contractor shall be responsible and have the financial wherewithal to cover any deductibles or retentions included on the certificate of insurance.

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

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

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

throughout the Contract Term. Any signed sub-subcontractor affidavit(s) obtained in connection with this Contract shall be attached hereto as Attachment D.

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

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

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

**P. First Source Jobs Ordinance and Preferred Employees** The Contractor is required to comply with the DeKalb County First Source Jobs Ordinance, Code of DeKalb County as Revised 1988, section 2-231 *et seq.*, and among other things, is required to make a good faith effort to hire DeKalb County residents for at least fifty percent 50% of all jobs created by an Eligible Project, as that term is defined in the First Source Ordinance, using the First Source Registry. Contractors, subcontractors, and independent contractors bidding on this contract will be encouraged by DeKalb County to have 25% or more of their labor forces for this project consist of Preferred Employees selected from the First Source Registry. The First Source Registry has Preferred Employees trained by U.S. Department of Labor registered apprenticeship programs and other partners. For information on Preferred Employees, please contact the DeKalb County Workforce Development by telephone at 404-687-3417 or 404-687-7171 or in person at 320 Church Street, Decatur, GA 30030.

**Q. Business License** Contractor shall submit a copy of its current, valid business license with this Contract. If the Contractor is a Georgia corporation, Contractor shall submit a valid county or city business license. If Contractor is a joint venture, Contractor shall submit valid business licenses for each member of the joint venture. If the Contractor is not a Georgia corporation, Contractor shall submit a certificate of authority to transact business in the state of Georgia and a copy of its current, valid business license issued by its home jurisdiction. If Contractor holds a professional license, then Contractor shall submit a copy of the valid professional license. Failure to provide the business license, certificate of authority, or professional license required by this section, may result in the Contract being terminated. Contractor shall ensure that any insurance, license, permit or certificate submitted in response to the County's RFP or as part of the Contract shall be current and valid when submitted, and shall remain valid, current and maintained in good standing for the Contract Term.

**R. Sole Agreement** This Contract constitutes the sole contract between the County and the Contractor. The terms, conditions, and requirements of this Contract may not be modified, except by Change Order. No verbal agreement or conversation with any officer, agent, or employee of the County, either before or after the execution of the Contract, shall affect or modify any of the terms or



obligations herein contained. No representations, oral or written, shall be binding on the parties unless expressly incorporated herein. No Change Order shall be enforceable unless approved by official action of the County as provided by law or in this Contract.

**S. Attachments and Appendices** This Contract includes the following Attachments and Appendices all of which are incorporated herein by reference: Attachment A, Contractor's Cost Proposal; Appendix I, County's RFP; Appendix II, Contractor's Response; Attachment B, Contractor's Affidavit; Attachment C, Subcontractor's Affidavit(s); Attachment D, Sub-subcontractor's Affidavit(s); and Attachment E, Certificate of Corporate Authority or Joint Venture Certificate.

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

**U. Notices** Any notice or consent required to be given by or on behalf of any party hereto to any other party hereto shall be in writing and shall be sent to the County's Chief Executive Officer and the Executive Assistant or to the Contractor or his authorized representative on the work site by (a) registered or certified United States mail, return receipt requested, postage prepaid, (b) personal delivery, or (c) overnight courier service. All notices sent to the addresses listed below shall be binding unless said address is changed in writing no less than fourteen days before such notice is sent. Future changes in address shall be effective upon written notice being given by the Contractor to the County's Executive Assistant or by the County to the Contractor's authorized representative via certified first class U.S. mail, return receipt requested. Such notices will be addressed as follows:

**If to the County:**

Chief Executive Officer  
1300 Commerce Drive, 6<sup>th</sup> Floor  
Decatur, GA 30030

and

Executive Assistant  
1300 Commerce Drive  
Decatur, Georgia 30030

With a copy to:

Acting Chief Procurement Officer  
1300 Commerce Drive, 2<sup>nd</sup> Floor  
Decatur, Georgia 30030

With a copy to:

Director of the Finance Department  
1300 Commerce Drive  
Decatur, Georgia 30030

**If to the Contractor:**

\_\_\_\_\_,  
\_\_\_\_\_  
\_\_\_\_\_

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

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

**W. Controlling Provisions** The Contract for this Project shall govern the Work. If any portion of the Contract shall be in conflict with any other portion, the various documents comprising the Contract shall govern in the following order of precedence: Contract, Change Orders or modifications issued after execution of the Contract; the provisions of the County's RFP; and the Contractor's Response thereto.

[SIGNATURES CONTINUE ON NEXT PAGE]

SAMPLE

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

**DEKALB COUNTY, GEORGIA**

\_\_\_\_\_

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

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

\_\_\_\_\_  
Title

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

\_\_\_\_\_  
Date

ATTEST:

\_\_\_\_\_  
Signature

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

\_\_\_\_\_  
Title

APPROVED AS TO SUBSTANCE:

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

\_\_\_\_\_by Dir.(SEAL)

MICHAEL L. THURMOND  
Chief Executive Officer  
DeKalb County, Georgia

\_\_\_\_\_  
Date

ATTEST:

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

APPROVED AS TO FORM:

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

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

**APPENDIX I**  
**RFP**

SAMPLE

**APPENDIX II**  
**PROPOSER'S RFP RESPONSE**

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

DeKalb County Georgia Government

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Signature of Authorized Officer or Agent

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

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

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

My Commission Expires:

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

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

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

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

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

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

DeKalb County Georgia Government

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

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

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

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

Signature of Authorized Officer or Agent

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

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

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

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



**ATTACHMENT E  
CERTIFICATE OF CORPORATE RESOLUTION**

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

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

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

\_\_\_\_\_;

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

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

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

(CORPORATE  
SEAL)

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

SAMPLE

**ATTACHMENT J**

**EXCEPTION TO THE STANDARD COUNTY CONTRACT (IF ANY)**

## ATTACHMENT K

### STORM WATER SITES FOR QUARTERLY & ANNUAL INSPECTIONS

1. Seminole Road Landfill  
4203 Clevemont Rd.  
Ellenwood, GA 30294
2. Central Transfer Station  
3720 Leroy Scott Dr.  
Decatur, GA 30032
3. North Transfer Station  
4600 Buford Highway  
Chamblee, GA 30341
4. East Transfer Station  
1750 Rogers Lake Road  
Lithonia, GA 30058
5. Central Collection Lot  
3689 Camp Circle  
Decatur, GA 30032
6. South Collection Lot  
1755 Fairlake Dr.  
Decatur, GA 30034
7. East Collection Lot  
1750 Rogers Lake Rd.  
Lithonia, GA 30058
8. North Collection Lot  
2315 Chamblee-Tucker Rd.  
Chamblee, GA 30341
9. Fleet Maintenance  
5350 Memorial Dr.  
Stone Mountain, GA 30083
10. Fleet Maintenance  
3043 Warren Rd.  
Decatur, GA 30034
11. Roads & Drainage  
772 Camp Rd.  
Decatur, GA 30032

**Note:** One or more sites in the above provided list may discharge within 1 mile or within the watershed of impaired stream segments on the approved GA EPD 305(b0/303(d) list.

## ATTACHMENT L

### LIST OF MONITORING POINTS

<b>Monitoring Points</b>	<b>Phase 1/2/2A</b>	<b>Phase 3&amp;4</b>	<b>Total</b>
Groundwater Wells	17	16	33
Surface Water Monitoring Locations	3	4	7
Methane Wells	18	12	30
Barhole Punch Locations	7	3	10
Leachate Sampling Points	1	1	2
Gas Extractions Wells and Monitoring Points	167	81	248
Leachate Sumps	3	5	8
Methane Well Misc. Monitoring Manholes		3	3
Condensate Knock-Out Sumps	5	6	11

## **ATTACHMENT M**

### **GAS COLLECTION AND CONTROL SYSTEM (GCCS) UPGRADE**

To optimize the efficiency of gas collection and to maximize production at RFF or GEF the Contractor may be required to evaluate, design and install modification to the GCCS; the Contractor should be willing and able to address the following items. The first of these modifications will address the flow of gas from the existing well field to enable lower grade gas from older areas (Phase 1 and 2) to be directed to the candle stick flare for destruction while enhancing the flow of gas from more productive areas (Phase 2A and 3). With this modification valves, pressure control and gas sampling will be unified to allow all control devices (flares, FRR, GEF) to accept landfill gas as desired by the County and their GCCS operators while maintaining compliance control and stable well field conditions. In addition, sample points and control valves will be added to the header system to complete the ability to diagnose and isolate problem areas to enable continued operation of the RFF or GEF while necessary repairs are made.

Leachate management in gas well around the landfill is critical to effective gas collection and control. The chemistry of the leachate at DeKalb is such that sections of the leachate force main have suffered severe scaling, this has resulted in sections becoming blocked preventing pump operation. A force main “backbone” has been considered in Phase 2A to relieve this problem. This new force main will be equipped with access points to enable jetting of the existing force main and include some new subsection (these too will be equipped with jetting access points. All parts of the new system will be equipped with pressure taps to monitor performance.

**ATTACHMENT N**

**LEACHATE PERMIT - SEMINOLE ROAD LANDFILL**



DeKalb County  
GEORGIA

DeKalb County Department of Watershed Management  
Office of Engineering and Construction Management Services  
Regulatory Compliance Division  
Pretreatment Section

**AUTHORIZATION FOR INDUSTRIAL DISCHARGE  
TO THE DEKALB COUNTY SEWER SYSTEM**

**PERMIT NO. DK00101-R1**

In compliance with the provisions of the DeKalb County, Georgia Code of Ordinances Chapter 25, Georgia Annotated Code (GAC) 391-3-6 and the Federal Code of Regulations (CFR) Title 40 Part 403

**Seminole Road Landfill**

Is authorized to discharge wastewater from a facility located at

**4203 Clevefont Road  
Ellenwood, GA 30294**

to the DeKalb County, Georgia sewers managed by the Department of Watershed Management (DWM).

Said discharge is subject to the effluent limitations, monitoring requirements, and other conditions set forth in this permit and the referenced ordinances.

This permit shall become effective

**DATE**

This permit and the authorization to discharge shall expire at midnight,

**DATE**

Signed this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
Reginald D. Wells  
Interim Director  
Department of Watershed Management

I. Discharge Standards, Prohibitions and Limits

A. The discharge of any wastewater, including contaminated stormwater, spillage, and clean-up water except through one of the following procedures is prohibited;

- i. Permitted discharge to the sanitary sewer system.
- ii. Direct discharge with a NPDES permit.
- iii. Off-site disposal by a company licensed to dispose of wastewater.

B. Discharge of any of the following substances, wastes, or materials to the sanitary sewer system is prohibited:

1. General prohibitions as defined in 40 CFR 403.5(a)(1) and DeKalb County Code Section 25-253(a)

No user shall introduce or cause to be introduced, directly or indirectly, into the County's water pollution control facilities any pollutant or wastewater, which causes pass through or interference with the operation or performance of the water pollution control facilities, or causes the violation of any DWM held permits, whether or not the user is subject to other national pretreatment standards or any national, state, or local pretreatment requirements.

No user shall discharge, or cause or allow to be discharged; any industrial wastewater which bypasses or does not flow through the monitoring manhole, unless discharged through a NPDES permitted facility or disposed of off-site at a licensed disposal facility.

2. Specific prohibitions as defined in 40 CFR 403.5(b) and DeKalb County Code Section 25-253(b)

No user shall introduce or cause to be introduced into the publically owned treatment works (POTW) the following pollutants, substances or wastewater:

- (a) Any liquids, solids, or gases, which by reason of their nature or quantity are, or may be, sufficient either alone or by interaction with other substances to cause fire or explosion or be injurious or hazardous in any way to the wastewater treatment facility personnel or the operation of the facility. At no time shall any discharge have a flash point of less than 140 degrees Fahrenheit as measured by a closed cup flash point tester using the test methods specified in 40 CFR 261.21, nor shall two successive readings on a meter capable of reading L.E.L. (lower explosive limit) at any point in the pollution control facility be more than five percent (5%), nor any single reading be greater than ten percent (10%). (Examples of liquids, solids, or gases to which this section includes, but is not limited to, are gasoline, kerosene, naphtha, benzene, toluene, xylene, ethers, alcohols, ketones, aldehydes, peroxides, chlorates, perchlorates, bromates, polychlorinated biphenyls, polybromated biphenyls, carbides, hydrides, stoddard solvents, and sulfides.)



I. Discharge Standards, Prohibitions and Limits  
(continued)

- (b) Wastewaters having a pH lower than 5.0 or higher than 11.5 at any time or having any corrosive property capable of causing damage or hazard to structures, equipment, and personnel of the water pollution control facilities.
- (c) Pollutants that result in the presence of toxic gases, vapors, or fumes within the POTW in a quantity that may cause acute worker health and safety problems, or any water wastes containing toxic or poisonous solids, liquids, or gases in a quantity sufficient to interfere with any sewerage or sewage treatment process, constitute a hazard to humans or animals, create a public nuisance, or causing alone or in conjunction with other sources, the POTW's effluent to fail a toxicity test.
- (d) Solids or viscous liquids in quantities, types, or sizes that will cause either flow obstruction in the sewer system or interference with the operation of the POTW (size may not be greater than one-half inch in any dimension). This includes, but is not limited to, ashes, cinders, sand, mud, straw, shavings, metal, glass, lint, rags, feathers, fish scales, offal, plastics, wood, paunch manure, hair and fleshlings, entrails, lime residues, beer or distillery slops, chemical residues, paint or ink residues, cannery waste, bulk solids, fatty oil and grease, or any other solid or viscous substance.
- (e) Pollutants, including oxygen-demanding pollutants (biochemical oxygen demand [BOD], etc.), released in a discharge at a flow rate and/or pollutant concentration, which either singly or by interaction with other pollutants, will cause interference with the POTW.
- (f) Any wastewater containing more than 100 milligrams per liter (mg/L) of petroleum oil, non-biodegradable cutting oil, products of mineral oil origin, in amounts that will cause interference or pass through;
- (g) Any wastewater with objectionable color not removed in the treatment process, such as, but not limited to, dye wastes, paint wastes, pulp and paper manufacturing wastes, and vegetable tanning solutions.
- (h) Any wastewater containing quantities of radium, or naturally occurring or artificially produced radioisotopes in excess of accepted limits for drinking water.
- (i) Any unpolluted cooling water, process water, ground water, roof drainage, basement drainage, subsurface drainage, or yard drainage through direct or indirect connection
- (j) Medical wastes, except as specifically authorized by the Director in a wastewater discharge permit.

I. Discharge Standards, Prohibitions and Limits  
(continued)

- (k) Detergents, surface-active agents, or other substances that may cause excessive foaming in the POTW.
- (l) Wastes or pollutants that have been classified as hazardous waste or hazardous materials in accordance with 40 CFR Part 261.
- C. No User shall increase the use of process water, or in any other way attempt to dilute a discharge as a partial or complete substitute for adequate treatment to achieve compliance with a discharge standard or requirement [40 CFR 403.6(d)].
- D. The industrial pretreatment facility shall be operated and maintained to ensure compliance with the following effluent standards:

Pollutant	Discharge Limit (mg/L)
pH <sup>1</sup>	5.0 - 11.5 S.U.
O&G-HEM <sup>1</sup>	100
Arsenic <sup>1</sup>	0.12
Cadmium <sup>1</sup>	0.01
Chromium <sup>1</sup>	2.3
Copper <sup>1</sup>	2.6
Lead <sup>1</sup>	0.12
Mercury <sup>1</sup>	0.002
Nickel <sup>1</sup>	1.8
Silver <sup>1</sup>	1.7
Zinc <sup>1</sup>	2.5

<sup>1</sup>Dekalb County Code of Ordinances Sec. 25-254

II. Monitoring and Reporting

- A. **Effective immediately and continuing for the permit duration:** The industrial facility's wastewater effluent shall be analyzed per the following self-monitoring schedule. All sampling, preservation and analyses shall be performed in accordance with Title 40 Part 136 of the Code of Federal Regulations and amendments thereto.

Pollutant	Sample Frequency	Sample Type
Flow	Continuous	Meter, Daily and Monthly Totals
pH	Continuous	Meter, Daily Minimum and Maximum
O&G-HEM	4/Year	Grab
Phosphorus, Total	4/Year	24 Hour Flow Proportional Composite
Ammonia as N	2/Month	24 Hour Flow Proportional Composite
BOD <sub>5</sub>	4/Year	24 Hour Flow Proportional Composite
TSS	4/Year	24 Hour Flow Proportional Composite
Arsenic	2/Month	24 Hour Flow Proportional Composite
Cadmium	4/Year	24 Hour Flow Proportional Composite

Chromium	4/Year	24 Hour Flow Proportional Composite
Copper	4/Year	24 Hour Flow Proportional Composite
Lead	4/Year	24 Hour Flow Proportional Composite
Mercury	4/Year	24 Hour Flow Proportional Composite
Nickel	4/Year	24 Hour Flow Proportional Composite
Silver	4/Year	24 Hour Flow Proportional Composite
Zinc	4/Year	24 Hour Flow Proportional Composite
Priority Pollutant Organics <sup>1</sup>	4/Year	Grab
Specific Ultraviolet <sub>254</sub> Absorbtion <sup>2</sup>	4/Year	24 Hour Flow Proportional Composite

<sup>1</sup>Priority Pollutant Organics shall be the summation of all organic priority pollutants as identified in accordance with Title 40 Part 423 Appendix A of the Code of Federal Regulations

<sup>2</sup>EPA Draft Method 415.3

Quarterly (4/year) analysis shall be performed the first month of each calendar quarter (January, April, July, October).

Samples collected twice a month (2/Month) shall have one sample collected between day 1 and 14 of the month with the second sample collected on day 15 to the last day of the month. The samples must be separated by a minimum of 6 days.

A day starts at 00:00 hours and ends at 11:59 pm (or 23:59) the same calendar day. A week starts at 00:00 hours Sunday morning and ends at 11:59 pm (or 23:59) the following Saturday night. Composite samples are to be adjusted to reflect actual hours of operation/discharge. For example, if the facility operates and discharges only 16 hours/day, samples shall be collected as 16-hour composite samples where applicable.

- B. Effective immediately and continuing for the permit duration:** The industrial facility's wastewater effluent shall be sampled and analyzed per the following general schedule by DWM. Schedule is provided for informational purposes only. Additional or fewer samples may be taken at the sole discretion of DWM.

Pollutant	Sample Frequency	Sample Type
pH	1/Year	Grab
O&G-HEM	1/Year	Grab
Phosphorus, Total	1/Year	24 Hour Flow Proportional Composite
Ammonia as N	1/Year	24 Hour Flow Proportional Composite
BOD <sub>5</sub>	1/Year	24 Hour Flow Proportional Composite
TSS	1/Year	24 Hour Flow Proportional Composite
Arsenic	1/Year	24 Hour Flow Proportional Composite
Cadmium	1/Year	24 Hour Flow Proportional Composite
Chromium	1/Year	24 Hour Flow Proportional Composite
Copper	1/Year	24 Hour Flow Proportional Composite
Lead	1/Year	24 Hour Flow Proportional Composite

Mercury	1/Year	24 Hour Flow Proportional Composite
Nickel	1/Year	24 Hour Flow Proportional Composite
Silver	1/Year	24 Hour Flow Proportional Composite
Zinc	1/Year	24 Hour Flow Proportional Composite
Priority Pollutant Organics <sup>1</sup>	1/Year	Grab
Specific Ultraviolet <sub>254</sub> Absorbtion <sup>2</sup>	1/Year	24 Hour Flow Proportional Composite

C. Sampling Point

The sample point is manhole 15-038-091 approximately 500 feet northwest of the cul-de-sac on Garden Mill Lane and into the tree buffer of the landfill property until installation of a metering station as defined in IV.E. at which time the metering station will become the sample point. The primary measuring devices are a DLJ DN50 and AMCO T3000. The flow ultimately arrives at the Snapfinger Advanced Wastewater Treatment Facility (AWTF).

All self-monitoring conducted by Seminole Road Landfill in accordance with this permit and all regulatory sampling conducted by DWM, shall be performed at this point.

D. Measurements, tests and analyses, and sample collection.

1. Samples and measurements of wastewater must be taken, as to ensure that they are representative of the facility's discharge. The volume and nature of the results must represent the monitoring point for which they are submitted.
2. Except as indicated, the user must collect wastewater samples using flow proportional composite sampling techniques. In the event flow proportional sampling is infeasible, the Director may authorize the use of time proportional sampling or a minimum of four (4) grab samples where the user demonstrates that this will provide a representative sample of the effluent being discharged. In addition, grab samples may be required to show compliance with instantaneous discharge limits.
3. Samples for oil and grease, temperature, pH, cyanide, phenols, sulfides, and volatile organic compounds must be obtained using grab collection techniques.

E. Reports

1. Results of the industrial facility's wastewater effluent analyses obtained during the reporting month shall be submitted to the Department of Watershed Management (DWM), on the Self-Monitoring Report (SMR) supplied by the DWM, postmarked or received at [JPP@dekalbcountyga.gov](mailto:JPP@dekalbcountyga.gov) no later than the 15th day of the first month following the reporting month. Laboratory analysis reports must be submitted with the SMR. Signed reports shall be submitted to the following address:

II. Monitoring and Reporting  
(continued)

Pretreatment Section  
Department of Watershed Management  
4572 Memorial Drive  
Decatur, Georgia 30032

2. Industrial User Employed Analyst Certification

The permittee shall ensure any analyst who is employed by the facility, which performs laboratory analysis for the purpose of regulatory reporting, shall be licensed by the Georgia Board of Examiners. Certification is not required to conduct analysis for dissolved oxygen, pH, chlorine residual, turbidity, temperature, specific conductance, and fluoride,

3. Commercial Laboratory Certification

According to Georgia State Law (O.C.G.A. 12-2-9) all permittees who utilize a commercial laboratory for compliance sampling and monitoring as required by the self-monitoring requirements in section II.A. of this permit, shall submit the laboratory's approval or accreditation credentials with each set of self-monitoring data to DeKalb County Watershed Management.

4. Wastewater Treatment Operator Certification

Operators at the wastewater treatment plants used for complying with this permit must be certified in accordance with the Georgia Certification of Water and Wastewater Treatment Operators Act. Wastewater treatment defined for purpose of this permit is; the biological, chemical, physical, and settling process which remove pollutants from industrial and domestic wastewater prior to discharge to a stream, sewer, or piece of land. Other processes include those permitted by the Division and those by an approved local government that meets the Georgia Water Quality Control Act or its successor(s). Processes that consist solely of screening, pH adjustments, non-mechanical sedimentation, grease traps, or oil water separators are exempt, unless otherwise noted.

F. Signatory Requirements [40 CFR 403.12(l)]

All self-monitoring reports submitted by the Industrial User shall be signed as follows:

1. If the user is a corporation:

(a) The president, vice-president, or secretary, or treasurer of the corporation in charge of a principle business function, or any other person who performs similar policy or decision-making functions for the corporation; or

(b) The manager of one or more manufacturing, production or operation facilities employing more than two hundred fifty (250) persons or having

II. Monitoring and Reporting  
(continued)

gross annual sales or expenditures exceeding twenty-five (25) million dollars; if authority to sign documents has been assigned or delegated to the manager in accordance with corporate procedures.

2. If the user is a partnership or sole proprietorship: a general partner or proprietor, respectively.
3. If the user is a federal, state, or local government facility: a Director or highest official appointed or designated to oversee the operation and performance of the activities of the government facility, or his/her designee.
4. The individuals described in paragraphs 1 through 3, above may designate another authorized representative if the authorization is in writing, the authorization specifies the individual or position responsible for the overall operation of the facility from which the discharge originates or having overall responsibility for environmental matters for the company, and the written authorization is submitted to DWM.

All self-monitoring reports shall contain the following certification statement, signed by the responsible official or duly authorized representative:

"I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations."

G. Violations

If sampling performed by a user indicates a violation, the user shall notify the Pretreatment Section within twenty-four (24) hours of becoming aware of the violation. The user shall also repeat the sampling and analyses and submit the results of the repeated testing within thirty (30) days of becoming aware of the violation.

H. Additional Monitoring by the Industrial User

If the permittee monitors any pollutant more frequently than required by this permit, or additional pollutants not designated herein, using approved analytical methods as specified, the results of all such monitoring shall be included in the permittee's self-monitoring reports submitted to DWM. Such increased or additional monitoring shall also be indicated on the reports. DWM may require, by written notification from the Director, more frequent monitoring or the monitoring of other pollutants not specified in this permit.

III: Industrial Wastewater Surcharges (Ordinance 25-258)

- A. All persons discharging industrial wastes into the public sewers shall be charged and assessed a surcharge, in addition to any sewer service charges, if these wastes have a concentration greater than the following:
1. A BOD content of 250 mg/L as determined by the laboratory analysis
  2. A TSS content of 250 mg/L as determined by laboratory
  3. A Phosphorus content of 10 mg/L as determined by laboratory analysis
  4. An Ammonia-nitrogen (NH<sub>3</sub>-N) content of 30 mg/L as determined by laboratory analysis

The amount of the surcharge is hereby charged and assessed against all persons discharging industrial wastewater into the public sewers.

- B. Formula Determining Surcharge. When any or all the listed parameters of wastewater or waste accepted for admission to the County water pollution control facilities exceed the values of these constituents set forth in subsection (a) hereof, the excess concentrations of any or all, as the case may be, shall be evaluated in terms of these values and be subject to a surcharge on the amount derived in accordance with the following formula:

BOD	An additional \$0.0006 per 1000 gallons for each mg/L of BOD in excess of 250 mg/L
TSS	An additional \$0.0006 per 1000 gallons for each mg/L of TSS in excess of 250 mg/L
Phosphorus	An additional \$0.024 per 1000 gallons for each mg/L of Phosphorus in excess of 10 mg/L
NH <sub>3</sub>	An additional \$0.006 per 1000 gallons for each mg/L of NH <sub>3</sub> -N in excess of 30 mg/L

$$\text{Flowrate} \times \text{excess concentration} \times \text{surcharge rate} = \text{Surcharge}$$

Flowrate – discharge flow rate measured in million gallons per day (MGD)

Excess Concentration – the measured concentration minus the limit concentration in mg/L

Surcharge rate – rates as provided in Part III.A above

Surcharge – amount in U.S. dollars to be charged

IV. Special Conditions

A. Within ninety days of permit issuance, a priority pollutant scan in accordance with Title 40 CFR Part 423 Appendix A shall be performed and submitted to DWM.

B. Within ninety days of permit issuance, the permittee shall install a metering station that receives process waste only. The metering station shall have a flow meter that is accessible without confined space entry that is compatible with DWM automatic sampling equipment for flow proportional sampling. The metering station shall have an open pipe to provide a sample point. Upon completion of the metering station installation, the sample point will be changed to the metering station. DWM shall have unimpeded access to the metering station. Plans for construction of the metering station, including selected equipment, must be submitted to the Industrial Pretreatment Program for review prior to construction.

C. Process discharge may not exceed a total of 30,000 gallons per day for all discharge points.

V. Spill Notification Procedures, Slug, Loading:

Reporting Requirements for the Permittee

Reporting Potential Problems, Including Slug Loadings:

- (1) The industrial user shall notify the Director within **one (1) hour** of becoming aware of any spill, dump, or discharge that could cause problems in the water pollution control facility; including, but not limited to, any slug loading as defined in 40 CFR 403.5(b) *Specific Prohibitions*
- (2) Additionally, within five (5) days of becoming aware of a discharge described in subparagraph of this section, the industrial user must submit a written report to the Director. This report shall include the location, type of waste, concentration, volume, time, duration, cause of discharge and provisions of protection against such future discharges.
- (3) Any permittee may be required by DeKalb County Watershed Management to prepare and submit for approval an Accidental Discharge/Slug Control Plan. An Accidental Discharge/Slug Control Plan must address, at a minimum, the following:
  - (A) Description of discharge practices, including non-routine batch discharges.
  - (B) Description of stored chemicals and a site map indicating the areas where these chemicals are stored.
  - (C) Procedures for immediately notifying DeKalb County Watershed Management and any of the required government and local agencies of any accidental discharge or spill, required in the above paragraph of this section.



V. Spill Notification Procedures, Slug, Loading:  
(continued)

- (D) Procedures to prevent adverse impact from any accidental or spill discharge. Such procedures include, but are not limited to, inspection and maintenance of storage areas, handling and transfer of materials, loading and unloading operations, control of plant site run-off, worker training, building of containment structures or equipment, measures for containing toxic organic pollutants, including solvent, and/or measures and equipment for emergency response.

**Spill to the Sewer System:**

In the event of a spill, dump, or unavoidable discharge to the sanitary sewer system of any deleterious material, **immediately** notify the **Pretreatment Section at 404-687-7150**. Additionally, if discharge may impact the receiving treatment plant, notify the water pollution control facility listed below:

Snapfinger AWTF	4124 Flakes Mill Road, Decatur	(770) 808-2930
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**Spill to Stream or Storm Sewer System:**

In the event of a spill, dump or unavoidable discharge of any substance to any stream, creek, ditch or storm sewer within DeKalb County, immediately notify all of the following:

- |    |   |                |
|----|---|----------------|
| 1. | DeKalb County, DWM Dispatch               | (770) 270-6243 |
| 2. | Georgia Environmental Protection Division | (404) 656-4300 |
| 3. | DeKalb County Emergency Management Agency | (770) 270-0413 |

VI. Standard Conditions

- A. Users subject to the reporting requirements of this permit shall retain, and make available for inspection and copying, all records of information obtained pursuant to any monitoring activities required by this permit and any additional records of information obtained pursuant to monitoring activities undertaken by the user independent of such requirements. These records shall remain available for a period of at least three (3) years. This period shall be automatically extended for the duration of any litigation concerning the user or the county, or where the user has been specifically notified of a longer retention period by the Director. Records shall include the:

VI. Standard Conditions  
(continued)

- i. date(s) of report
- ii. exact location of sample
- iii. method(s) for sample collection
- iv. time of sampling collection
- v. name of the person(s) taking the samples
- vi. dates the analyses were performed
- vii. name of the person(s) performing the analyses
- viii. analytical techniques or methods used
- ix. result of such analyses

- B. The County shall comply with the regulations for public participation as applicable under federal, state or local law.

Information and data on a user obtained from reports, surveys, wastewater discharge permit applications, wastewater discharge permits, monitoring programs and from the county's inspection and sampling activities shall be available to the public without restriction, unless the user specifically requests, and is able to demonstrate to the satisfaction of the Director, that the release of such would divulge information, processes, or methods of production entitled to protection as trade secrets under applicable state law, or that such information is otherwise protected from disclosure under applicable federal or state law. Any such request must be asserted at the time of submission of the information or data. When requested and demonstrated by the user furnishing a report that such information should be held confidential, the portions of a report, which might disclose trade secrets or secret processes, shall not be made available for inspection by the public. It shall be made available immediately upon request to governmental agencies for uses, related to the NPDES program or pretreatment program, and in enforcement proceedings involving persons furnishing the report. Wastewater constituents and characteristics and other "effluent data" as defined by 40 CFR 2.302 will not be recognized as confidential information and will be available to the public without restriction.

- C. The permittee shall allow authorized representatives of the Department to enter upon the permittee's premises where an effluent source is located or in which any records are required to be kept; and at reasonable times have access to and copy any records required to be kept under conditions of this permit; to sample any wastewater discharge; and to conduct routine surveys and inspections of the industrial facility in accordance with Section 25-150 of the County ordinance.
- D. The permittee shall maintain in good working order, and operate as efficiently as possible all treatment or control facilities, or systems installed or used to meet the terms and conditions of this permit.
- E. Upset - For the purpose of this permit, an upset means, an incident in which there is unintentional and temporary noncompliance with categorical or local pretreatment

VI. Standard Conditions  
(continued)

standards because of factors beyond the reasonable control of the permittee. An upset does not include noncompliance to the extent caused by operational error, improperly designed treatment facilities, lack of preventative maintenance, or careless or improper operation. An upset shall constitute an affirmative defense to an action brought for noncompliance with categorical pretreatment standards if the requirements of paragraph (c), below are met. A permittee who wishes to establish the affirmative defense of upset shall demonstrate, through properly signed, contemporaneous operating logs, or other relevant evidence that:

- a) An upset occurred and the permittee can identify the cause(s) of the upset
- b) The facility was at the time being operated in a prudent and workman-like manner and in compliance with applicable operation and maintenance procedures; and,
- c) The permittee has submitted the following information to DeKalb County Watershed Management within twenty-four (24) hours of becoming aware of the upset (if this information is provided orally, written submission must be provided within five (5) days):
  1. A description of the indirect discharge and cause of noncompliance;
  2. The period of noncompliance, including exact dates and times, or if not corrected, the anticipated time the noncompliance is expected to continue; and steps being taken and/or planned to reduce, eliminate, and prevent re-occurrence of the noncompliance.
    - i. In any enforcement proceeding, the permittee seeking to establish the occurrence of an upset shall have the burden of proof.
    - ii. Permittee will have the opportunity for a judicial determination on any claim of upset only in an enforcement action brought for noncompliance with categorical pretreatment standards.
    - iii. Permittee shall control production of all discharges to the extent necessary to maintain compliance with categorical or local pretreatment standards upon reduction, loss, or failure of its treatment facility until the facility is restored or an alternative method of treatment is provided. This requirement applies in the situation where, among other things, the primary source of power of the treatment facility is reduced, lost or fails.

VI. Standard Conditions  
(continued)

- F. Bypass - For the purposes of this permit; a Bypass means the intentional diversion of waste-streams from any portion of a permittee's treatment facility.

A Severe Property Damage means substantial physical damage to property or damage to the treatment facilities, which cause them to become inoperable, or substantial and permanent loss of natural resources, which can reasonably be expected to occur in the absence of a bypass. Severe property damage does not mean economic loss caused by delays in production.

A permittee may allow any bypass to occur which does not cause pretreatment standards or requirements to be violated, but only if it is for essential maintenance to assure efficient operation.

If a permittee knows in advance of the need for a bypass, it shall submit prior notice to DeKalb County Watershed Management, at least ten (10) days before the date of the intended bypass. A permittee shall submit oral notice DeKalb County Watershed Management of an unanticipated bypass that exceeds applicable pretreatment standards within twenty-four (24) hours from the time it becomes aware of the bypass. A written submission shall be submitted within 5 business days of the bypass as required per CFR 403. The written submission shall contain a description of the bypass and its cause; the duration of the bypass, including exact dates and times, and, if the bypass has not been corrected, the anticipated time it is expected to continue; and steps taken or planned to reduce, eliminate, and prevent reoccurrence of the bypass. The Department may waive the written report on a case-by-case basis if the oral report has been received within twenty-four (24) hours.

Bypass is prohibited, and DeKalb County Watershed Management may take an enforcement action against a permittee for a bypass, unless:

- (A) Bypass was unavoidable to prevent loss of life, personal injury, or severe property damage;
  - (B) There were no feasible alternatives to the bypass, such as the use of auxiliary treatment facilities, retention of untreated wastes, or maintenance during normal periods of equipment downtime. This condition is not satisfied if adequate back-up equipment should have been installed in the exercise of reasonable engineering judgment to prevent a bypass, which occurred during normal periods of equipment downtime or preventive maintenance; and,
  - (C) The permittee submitted notices as required under paragraph (c) of this section.
- G. Each user must notify the Director of any planned significant changes to the user's operations or system, which might alter the nature, quality, or volume of its wastewater at least sixty (60) days before the change.

VI. Standard Conditions  
(continued)

1. The Director may require the user to submit such information as may be deemed necessary to evaluate the changed condition, including the submission of a wastewater discharge permit application under Section 25-231 of the County ordinance.
  2. The Director may issue a wastewater discharge permit under Section 25-231 of the County ordinance or modify an existing wastewater discharge permit under Section 25-245 of the ordinance in response to changed conditions or anticipated changed conditions.
  3. For purposes of this requirement, significant changes include, but are not limited to, flow increases of twenty percent (20%) or greater, and the discharge of any previously unreported pollutants.
- H. The Director may modify any permit in whole or in part during its term for cause including but not limited to the following:
1. Violating any pretreatment standard or requirement, or any terms of the wastewater discharge permit or the ordinance;
  2. Engaging in any act that would constitute basis for revocation of the permit;
  3. For purpose of incorporating any new or revised federal, state or local pretreatment standard or requirement;
  4. For purpose of addressing significant alterations or additions to the user's operation, processes or wastewater volume or character since the time of wastewater discharge permit issuance;
  5. Information indicating that the permitted discharge poses a threat to the POTW, personnel, or the receiving waters;
  6. Misrepresentation or failure to fully disclose all relevant facts in the wastewater discharge permit application or in any required reporting;
  7. Revision of or a grant of variance from categorical pretreatment standards pursuant to 40 CFR 403.13;
  8. To correct clerical or other errors in the wastewater discharge permit; or
  9. Changing any condition that requires either a temporary or permanent reduction or elimination of the permitted discharge.
- I. Discharge permits are issued to a specific user for a specific operation and normally are not transferable to any succeeding user or the current user for a new operation. Wastewater discharge permits may be transferred to a new owner or operator only if the permittee gives at least sixty (60) days advance notice to the Director and the Director approves the wastewater discharge permit transfer. The notice to the Director must include a written certification by the new owner or operator that:
1. States that the new owner and/or operator has no immediate intent to change the facility's operations and processes;
  2. Identifies the specific date on which the transfer is to occur; and

VI. Standard Conditions  
(continued)

3. Acknowledges full responsibility for complying with the existing wastewater discharge permit.

Failure to provide advance notice of transfer renders the wastewater discharge permit void as of the date of facility transfer.

- J. The Director may revoke a wastewater discharge permit for good cause, including, but not limited to the following reasons:

1. Failure to notify the Director of significant changes to the wastewater prior to the changed discharge;
2. Failure to provide prior notification to the Director of changed conditions pursuant to this Article;
3. Misrepresentation or failure to fully disclose all relevant facts in the wastewater discharge permit application of any other required reporting;
4. Falsifying self-monitoring reports or other required reporting;
5. Tampering with monitoring equipment;
6. Refusing to allow timely access to the facility premises and records;
7. Failure to meet effluent limitations;
8. Failure to pay fines;
9. Failure to pay sewer charges;
10. Failure to meet compliance schedules;
11. Failure to complete a wastewater survey or the wastewater discharge permit application;
12. Failure to provide advance notice of the transfer of business ownership of a permitted facility;
13. Change of any condition that requires either a temporary or permanent reduction or elimination of the permitted discharge; or
14. Violation of any pretreatment standard or requirement, or any terms of the wastewater discharge permit or the County ordinance.

Wastewater discharge permits shall be voidable upon cessation of operations or transfer of business ownership. All wastewater discharge permits issued to a particular user are void upon the issuance of a new wastewater discharge permit to that user.

- K. The provisions of this permit are severable; and if any provisions of this permit, or the application of any provision of this permit to any circumstance, is held invalid, the application of such provision to other circumstances and the remainder of this permit shall not be affected thereby.

## VII. Compliance and Penalties

- A. The permittee must comply with all conditions of this permit. Any permit noncompliance constitutes a violation of the regulations, and is grounds for enforcement action; for permit termination, revocation and reissuance, or modification; or denial of a permit renewal application.
- B. In accordance with the Federal Clean Water Act, 40 CFR 403, and the DeKalb County Water and Sewer Code, industrial users are subject to penalties and enforcement for violations of these regulations, any permit condition or limitations established pursuant to these regulations, or negligently or intentionally failing or refusing to comply with any final or emergency order of DWM. The following is a statement of penalties and enforcement.
1. Upon determination that a violation has occurred, the Director shall serve upon that discharger a written Notice of Violation. Within fifteen (15) days of receipt of this notice, an explanation of the violation and a plan for the satisfactory correction and prevention thereof, to include specific actions, shall be submitted by the violator to DWM. Submission of this plan in no way relieves the user of liability for any violations occurring before or after receipt of the Notice of Violation. Nothing in this section shall limit the authority of the Director to take any action, including emergency actions or other enforcement action, without first issuing a Notice of Violation.
  2. The Director may order a discharger which has violated, or continues to violate, any provisions of this ordinance to appear before the Director and show cause why the proposed enforcement action should not be taken. The notice of the meeting shall be served by registered or certified mail, or by personal service on the user or the authorized representative of the user. Such notice may be served on any authorized representative of the discharger. A Show Cause Hearing shall not be a bar against, or a prerequisite for, taking any other action against the discharger.
  3. When the Director finds that a discharger has violated, or continues to violate, any provisions of this ordinance or that the discharger's past violations are likely to recur, the Director may issue an order to the discharger directing it to cease and desist all such violations and directing the discharger to:
    - (a) Immediately comply with all requirements; and
    - (b) Take such appropriate remedial or preventive action as may needed to properly address a continuing or threatened violation and to prevent recurrence of the violation.
    - (c) Each day of violation of a cease and desist order, after notice thereof, shall constitute a violation of this division, and shall constitute a separate violation of this division, subject to the maximum fine or imprisonment

VII. Compliance and Penalties  
(continued)

3. Any other violation of a pretreatment effluent limit (daily maximum or longer term average) that the Control Authority determines has caused, alone or in combination with other discharges, POTW interference or pass through (including endangering the health of POTW personnel or the general public);
4. Any discharge of a pollutant that has caused imminent endangerment to human health, welfare, or to the environment or has resulted in a POTW's exercise of its emergency authority to halt or prevent such a discharge;
5. Failure to meet, within 90 days after the schedule date, a compliance schedule milestone contained in a local control mechanism or enforcement order (i.e., starting construction, completing construction, or attaining final compliance);
6. Failure to provide, within 30 days after the due date, required reports such as baseline monitoring reports, 90-day compliance reports, periodic self-monitoring reports, and reports on compliance with compliance schedules;
7. Failure to accurately report noncompliance; or
8. Any other violation or group of violations, which the Director determines, will adversely affect the operation or implementation of the local pretreatment program or results in the Department having to exercise its emergency authority.

VIII. Schedules

- A. Compliance Schedule- The permittee shall achieve compliance with specific effluent limitations for all discharges, following the schedules below:
  1. Compliance must be met, starting on the "effective date" of this permit.
  2. The schedule shall contain progress increments in the form of dates for the commencement and completion of major events leading to the construction and operation of additional pretreatment required for the permittee to meet the applicable pretreatment standards (such events include, but are not limited to, hiring an engineer, completing preliminary and final plans, executing contracts for major components and completing construction, and beginning and conducting routine operation);
  3. No increment referred to above shall exceed nine (9) months;
  4. The permittee shall submit a progress report to the DeKalb County Watershed Management no later than fourteen (14) days following each date in the schedule and the final date of compliance including, as a



**DEKALB COUNTY  
DEPARTMENT WATERSHED MANAGEMENT  
OFFICE OF ENGINEERING AND CONSTRUCTION MANAGEMENT SERVICES  
REGULATORY COMPLIANCE DIVISION  
PRETREATMENT SECTION**

**PART IX: AGREEMENT:**

I, \_\_\_\_\_, of **Seminole Road Landfill**

being duly authorized to sign this document, and in consideration for the granting of this permit, do hereby agree to allow duly authorized employees of DeKalb County Department of Watershed Management the right to enter upon said company properties, without prior notification, for the purposes of inspection, observation, measurement, sampling, copying of records, photographing or testing.

Additionally, I agree to abide by all applicable provisions of Chapter 25, Article IV, of the DeKalb County Code of Ordinances and this permit.

I understand that failure to abide by the terms of this permit may be cause for disconnection of sewer service or water service to the property authorized to discharge by this permit.

Signed this \_\_\_\_\_ day of \_\_\_\_\_

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
Name & Title

\_\_\_\_\_  
Address