



## Department of Purchasing and Contracting

Maloof Administration Building, 1300 Commerce Drive, 2<sup>nd</sup> Floor, Decatur, Georgia 30030

**June 14, 2021**

### INVITATION TO BID (ITB) NO. 21-101361

**FOR**

### INSPECTION OF SANITARY SEWER STREAM CROSSINGS (THREE (3) YEAR MULTIYEAR CONTRACT)

### DEKALB COUNTY, GEORGIA

Senior Procurement Agent:  
Email:

Randy Webb  
rwebb@dekalbcountyga.gov

Mandatory DeKalb First LSBE Meeting:  
(Bidders must attend 1 meeting on either  
of the dates listed.)

**June 16 or June 23, 2021**

(Meetings are held at 10:00 a.m. and 2:00 p.m.)

For attendance instructions, utilize the following link:

<https://www.dekalbcountyga.gov/purchasing-contracting/general-information>

Deadline for Submission of Questions:  
Bid Opening:

**5:00 P.M. ET, June 25, 2021**

**3:00 P.M. ET, July 13, 2021**

**Zoom:** <https://dekalbcountyga.zoom.us/j/87445259151>

Price Schedule Opening:

3 – 5 Business days after Bid Opening

Validity of Bid:

90 Days

<p><b>FIRM'S NAME AND ADDRESS:</b> (Street, City, State and Zip Code. Type or print):</p> <p>_____</p> <p>_____</p> <p><b>Federal Tax ID No.</b> _____</p> <p><b>ARE YOU A DEKALB COUNTY FIRM?</b> Yes ____ No ____</p>	<p><b>TELEPHONE AND FAX NUMBERS WITH AREA CODE:</b></p> <p>Phone: _____</p> <p>Fax: _____</p> <p>E-mail: _____</p>
<p><b>SIGNATURE OF PERSON AUTHORIZED TO SIGN BID AND DATE:</b></p> <p>_____</p>	<p><b>SIGNER'S NAME AND TITLE (Type of Print):</b></p> <p>_____</p>

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

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## INVITATION TO BID OVERVIEW

### A. PURPOSE:

DeKalb County Government (the County) is soliciting bids for **ITB 21-101361 Inspection of Sanitary Sewer Stream Crossings (Three (3) Year Multiyear Contract)** from responsible bidders.

### B. GENERAL INFORMATION:

#### 1. BID TIMETABLE:

The anticipated schedule for the bid process is as follows:

<b>Date Issued:</b>	<b>June 14, 2021</b>
<b>Mandatory DeKalb First LSBE Meeting:</b> (Bidders must attend 1 meeting on either of the dates listed.)	<b>June 16 <u>or</u> June 23, 2021</b> For attendance instructions utilize the following link: <a href="https://www.dekalbcountyga.gov/purchasing-contracting/general-information">https://www.dekalbcountyga.gov/purchasing-contracting/general-information</a> (Meetings are held at 10:00 a.m. and 2:00 p.m.)
<b>Deadline for Submission of Questions:</b>	<b>5:00 P.M. ET, June 25, 2021</b>
<b>Bid Opening:</b>	<b><u>3:00 P.M. ET, July 13, 2021</u></b> <b><u>Zoom:</u></b> <a href="https://dekalbcountyga.zoom.us/j/87445259151">https://dekalbcountyga.zoom.us/j/87445259151</a>
<b>Price Schedule Opening:</b>	3 – 5 Business days after Bid Opening
<b>Bids Valid Until:</b>	Bids shall be valid for 90 days from and including the bid opening date.

**Sealed bids are to be addressed and delivered to:**  
DeKalb County Department of Purchasing and Contracting  
Maloof Administration Building  
1300 Commerce Drive, 2<sup>nd</sup> Floor  
Decatur, Georgia 30030

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

Submit **one original bid package** (inclusive of the entire Invitation to Bid document and required documents, with the exception of the price schedule) stamped “Original”, and **two sealed identical copies** stamped “Copy”, of the bid package to the address listed above. Any pricing included in the bid package (original or copies) will cause the bidder to be deemed non-responsive.

#### 2. CONTACT PERSON:

The contact person for this bid is **Randy Webb, Senior Procurement Agent**. General inquiries concerning the meaning or interpretation of this Invitation to Bid (ITB) may be requested from the contact person via email at [rwebb@dekalbcountyga.gov](mailto:rwebb@dekalbcountyga.gov). Questions and requests for information or clarification concerning the specifications in this ITB must be submitted to the above listed contact person via email no later than the date and time listed in the bid timetable. Questions and requests received after the above

stated time or sent to anyone other than the listed contact person will not receive a response or be the subject of addenda.

3. QUESTIONS:

All requests must be in writing. Any explanation desired by a bidder regarding the meaning or interpretation of the Invitation to Bid, drawings, specifications, requirements, etc., must be requested in writing and with sufficient time allowed for a reply to reach bidders before the submission of their bids. If any statement in the bidding documents, specifications, plans, etc., appear ambiguous to the Bidder, Bidder is specifically instructed to make a written request to the Department of Purchasing and Contracting as outlined in the preceding sentence. Any information given to a prospective bidder concerning an Invitation to Bid will be furnished to all prospective bidders, as an addenda to the Invitation, if such information is necessary to bidders in submitting bids on the Invitation or if the lack of such information would be prejudicial to uninformed bidders. Oral explanations or instructions given before the award of the contract will not be binding. Questions must be submitted no later than 5:00 pm EST on June 25, 2021.

4. ADDITIONAL INFORMATION/ADDENDA:

The County will issue responses to inquiries and any other corrections or amendments it deems necessary in written addenda issued prior to the bid opening date. Bidders should not rely on any representations, statements or explanations other than those made in this ITB or in any addendum to this ITB. Where there appears to be a conflict between the ITB and any addenda issued, the last addendum issued will prevail. It is the responsibility of the Bidder to ensure awareness of all addenda issued for this solicitation. Please acknowledge the addenda and submit to the DeKalb County Department of Purchasing and Contracting as requested. Bidders may contact the above listed contact person to verify the number of addenda prior to submission. Addenda issued for this ITB will be posted on DeKalb County's website, [http://www.dekalbcountyga.gov/purchasing/pc\\_index\\_formal\\_solicitations.html](http://www.dekalbcountyga.gov/purchasing/pc_index_formal_solicitations.html).

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## INVITATION TO BID PROCEDURES

### A. BIDDER INFORMATION:

1. **FAILURE TO SUBMIT THE PRICE SCHEDULE IN A SEPARATE SEALED ENVELOPE SHALL DEEM THE BID NON-RESPONSIVE. INCLUDING THE PRICE SCHEDULE IN ANY AREA OUTSIDE OF ITS SEPARATE, SEALED ENVELOPE WILL RESULT IN BIDDER'S BID BEING DEEMED NON-RESPONSIVE.**
2. FAILURE TO RETURN ALL PAGES OF THIS INVITATION TO BID MAY RESULT IN THE BID BEING DEEMED NON-RESPONSIVE.
3. The *Minimum Specifications* are intended to be fair and non-restrictive. Contractors are invited to inform the DeKalb County Department of Purchasing and Contracting whenever specifications or procedures appear not to be fair and open. Such information should be supplied as early in the procurement process as possible. Information received in less than five (5) days prior to the scheduled bid opening will not be acted upon unless the DeKalb County Department of Purchasing and Contracting rules that it is in the best interest of the County to consider.
4. Brand names and numbers when provided in solicitations are for reference and to establish a quality standard. Any reference to a brand name shall not be construed as restricting Bidders to that manufacturer (unless "no substitutes" is stated). Bids on equal items will be considered, provided the bid clearly describes the article offered and it is equal or better in quality and function and fully compatible with this requirement.
5. By submitting a bid, the Bidder warrants that any good or service supplied to DeKalb County Government meets or exceeds the specifications set forth in this solicitation.
6. If any supplies, materials, and equipment are provided to the County under this solicitation, then such items shall be new and in first-class condition unless the solicitation specifically allows offers of used, reconditioned, or remanufactured items. If newly manufactured products are specified, such products shall be of recent origin and not previously used. No equipment of any type is acceptable if serial numbers or any other manufacturer's identification labels or marks have been removed, obliterated, or changed in any way. A Contractor delivering any such equipment to the County will be deemed to have breached the contract, and appropriate action will be taken by the DeKalb County Government Purchasing and Contracting Department.
7. Time of delivery is a part of the solicitation and an element of the contract that is to be awarded. If the Bidder cannot meet the required service delivery dates, a bid should not be submitted. Failure to deliver in accordance with the contract could result in the Contractor being declared in default.
8. Bid Withdrawal

Bids may be withdrawn at any time prior to the bid opening. After bids have been publicly opened, withdrawal of bids shall be based upon Part 3, Section IV, F. within the DeKalb County Purchasing Policy.

9. Expenses of Preparing Responses to this ITB

The County accepts no responsibility for any expenses incurred by the Bidders who submit bids in response to this ITB. Such expenses are to be borne exclusively by the Bidders.

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

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

12. 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. The Bidder certifies that he/she 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 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. 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.

13. LSBE Information

- a. 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, including Local Small Business Enterprises (LSBE), Minority Business Enterprises (MBE) and Women Business Enterprises (WBE). The current DeKalb County List of Certified Vendors may be found on the County website at <http://www.dekalbcountyga.gov/purchasing/>.
- b. **It is required that all responding Bidders attend the mandatory LSBE meeting within two-weeks of the solicitation's advertisement, and comply with, complete and submit all LSBE forms with the Bidder's response in order to be responsive to the bid.** 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/general->

[information](#) .

- c. For further details regarding the DeKalb First Local Small Business Enterprise Ordinance, contact the LSBE Program representative at [DeKalbFirstLSBE@dekalbcountyga.gov](mailto:DeKalbFirstLSBE@dekalbcountyga.gov) .

#### 14. First Source Jobs Information

- a. 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.
- b. First Source Jobs Information Exhibit 1-2 should be completed and submitted with Bidder's response.
- c. For more information on the First Source Jobs Ordinance requirement, please contact WorkSource DeKalb at [www.dekalbworkforce.org](http://www.dekalbworkforce.org) or 404-687-3400.

#### 15. Attention to General Terms and Conditions

Bidders are cautioned to thoroughly understand and comply with all matters covered under the General Terms and Conditions section of this ITB. The successful Bidder(s) will enter into a contract approved by the County. The County's ITB document and attachments, subsequent County addenda, and the Bidder's response documents are intended to be incorporated into a contract. All Bidders should thoroughly review this document prior to submitting a bid. **Any proposed revisions to the terms or language of this document must be submitted in writing with the bid. Since proposed revisions may result in a bid being rejected if the revisions are unacceptable to the County, bidders should review any proposed revisions with an officer of the firm having authority to execute the contract. No alterations can be made in the contract after award is made.**

#### 16. Required Signatures

Bids must be signed by an officer or agent of the firm having the authority to execute contracts.

#### 17. Ethics Rules

- a. 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.
- b. 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.

#### 18. Business and Professional Licenses

Please provide a copy a valid company business license with your bid or upon award. Georgia companies are to submit a valid county or city business license. Contractors that are not Georgia companies are to provide a certificate of authority to transact business in the State of Georgia and a copy of a valid business license issued by its home jurisdiction. If Bidder holds a professional certification which is licensed by the state of Georgia, then Bidder shall submit a copy of its valid professional license. Any license submitted in response to this ITB shall be maintained by the Contractor for the duration of the contract.

#### **B. BID SUBMITTAL:**

1. All bids should be completed in ink or typewritten. Errors should be crossed out and corrections entered in ink or typewritten adjacent to the error. The person signing the bid should initial corrections in ink.
2. Bidders shall complete and submit Attachment A – Required Documents Checklist and all documents responsive to this requirement with the bid submittal.
3. If applicable, provide evidence that the Bidder is a DeKalb County Firm.
4. Bids must be submitted in a sealed envelope(s) or box(es) with the Bidder's name and **"ITB No. 21-101361 for Inspection of Sanitary Sewer Stream Crossings (Three (3) Year Multiyear Contract)"** on the outside of each envelope or box. All Bidders delivering submittals via delivery services, please place the sealed bid envelope(s) or box(es) inside the delivery service envelope(s) or box(es). Bidders are responsible for informing any delivery service of all delivery requirements. No responsibility shall attach to the County for the premature opening of a submission not properly addressed and/or identified. The Decatur postmaster will not deliver certified or special delivery mail to specific addresses within DeKalb County Government.

#### **C. CONTRACT AWARD:**

1. Bids submitted will be evaluated and recommended for award to the lowest, responsive, and responsible Bidder(s).
2. The County's intention is to award to one bidder; however, the County reserves the right to award by line item or make multiple awards. The County may accept any item or group of items on any bid, whichever is in the best interest of DeKalb County.
3. The County reserves the right to reject any and all bids, to waive informalities, and to re-advertise.
4. The judgment of DeKalb County Purchasing and Contracting on matters, as stated above, shall be final.



**GENERAL TERMS AND CONDITIONS**

- A.** In the event of a conflict between any provisions contained in any of the documents governing this transaction, the following shall be the order of precedence: Change Orders or modifications; the Bidder's accepted Response; and the County's ITB.
- B.** The Contractor's services shall include all things, personnel, and materials necessary to provide the goods and/or services that are in compliance with the specifications as authorized by the County.

**C. DELIVERY:**

Delivery of services is required within ten (10) calendar days upon request.

Bidder state agreement: Yes \_\_\_\_\_ No \_\_\_\_\_

Contact Person: \_\_\_\_\_

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

Address:

\_\_\_\_\_

Alternate delivery time may be considered provided it is so stated. Bidder state alternate terms for delivery or services below.

\_\_\_\_\_

**All prices are to be firm, F.O.B. Destination, Freight Prepaid and Allowed. This shall include delivered, unloaded, and placed in designated place. Delivery must be made between 7:00 A.M. and 5:00 P.M. Monday through Friday, unless otherwise required. The successful bidder shall give a 24-hour prior notice of delivery to Department or Division calling in the order, and must ask for caller's telephone number as well as Purchase Order form and address, since 24-hour Notice of Delivery is required. The County will unload after prior notice.**

**D. DELIVERIES BEYOND THE CONTRACTUAL PERIOD:**

This contract covers all requirements that may be ordered, as distinguished from delivered, during the contract term. This is for the purpose of providing continuity of supply by permitting the County to place orders as requirements arise in the normal course of supply operations. Accordingly, any order mailed (or received, if forwarded by other means than through the mail) to the Contractor on or before the expiration date of the contract, and providing for delivery within the number of days specified in the contract, shall constitute a valid order.

**E. FOREIGN PRODUCTS:**

DeKalb County prefers to buy items produced and/or manufactured in the United States of America; however, foreign products may be considered provided it is so stated. Bidder certifies that items offered on this bid is/are manufactured and produced in the United States.

Yes \_\_\_\_\_ No \_\_\_\_\_

If "No", state the exact location of plant or facility where items will be produced:

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**F. COUNTY REQUIREMENT:**

The contract will be an "Indefinite Quantity" type with County requirements to be satisfied on an "as ordered" basis. The County makes no promise, real or implied, to order any quantity whatsoever. This invitation and resulting contract will provide for the normal requirements of DeKalb County, and contracts will be used as primary sources for the articles or services listed herein. Articles or services will be ordered from time to time in such quantities as may be needed. As it was impossible to determine the precise quantities of items described in this invitation that will be needed during the contract term, each contractor is obligated to deliver all articles and services that may be ordered during the contract term.

**G. WARRANTY AND/OR GUARANTY:**

Contractor warrants that its services under this Agreement shall be free of defects in materials and workmanship for a period of six (6) months. The Contractor shall not be liable for indirect, special, or exemplary damages. The Contractor shall be liable for direct damages.

**H. SAMPLES & TESTING:**

Samples of items, when required, must be submitted within the time specified, and unless otherwise specified by the County, at no expense to the County. If not destroyed by testing, samples will be returned at bidder's request and expense, unless otherwise specified by the Invitation to Bid. Since tests may require several days for completion, the County reserves the right to use a portion of any supplies before the results of the tests are known, without prejudice to any final adjustments, rejecting the unused portion of the delivery and payment will be made on an adjusted basis for the used portion. The costs of inspections and tests of any item which fails to meet the advertised specifications shall be borne by the bidder.

**I. LITERATURE:**

When the bidder proposes to furnish another product, he is required to furnish, with his bid, literature describing the item(s) being offered. Failure to furnish this literature may result in the bid being deemed non-responsive.

**J. SILENCE OF SPECIFICATIONS:**

The apparent silence of these specifications and any supplemental specifications as to any details, or the omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail and that only materials of first quality and correct type, size and design are to be used. All workmanship is to be first quality. All interpretations of this specification shall be made upon the basis of this statement, with County interpretation to prevail.

**K.** A Contract Purchase Agreement (CPA) is being issued in lieu of a formal contract. Any reference to a contract refers to the CPA.

**L. TERM:**

The Contractor shall commence the Work under this Contract within ten (10) days from the Notice to Proceed (“Commencement Date”). 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 31st, as required by O.C.G.A. § 36-60-13, as amended, unless terminated earlier in accordance with the termination provisions of this Contract; (ii) automatically renew on each January 1st, unless terminated in accordance with the termination provisions of this Contract; and (iii) terminate absolutely, with no further renewals, on December 31, 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.

**M. PRICING:**

1. Alterations to the Price Schedule may result in the Bidder being deemed non-responsive and/or bid rejection.
2. Price Reductions: If at any time after the date of award, the Contractor makes a general price reduction in the comparable price of any article or service covered by the contract to customers generally, an equivalent price reduction based on similar quantities and/or considerations shall apply to the contract for the duration of the contract period (or until the price is further reduced). Such price reduction shall be effective at the same time and in the same manner as the reduction in the price to customers generally. An occasional sale at a lower price, or sale of distressed merchandise at a lower price, would not be considered a general price reduction under this paragraph. For purposes of this paragraph, a general price reduction shall mean any reduction in the price of an article or service offered:
  - To Contractor’s customers.
  - In the Contractor’s price schedule for the class of customers; i.e., wholesalers, jobbers, retailers, etc., which was used as the basis for bidding on this contract.

The Contractor shall invoice the County at such reduced price indicating on the invoice that the reduction is pursuant to General Terms and Conditions, paragraph M. as stated within the ITB.

3. Price Escalation Clause: During the life of the contract, the awarded bidder shall furnish price lists to the County for increases, and those of the bidder’s supplier (e.g. factory) increases, as prices change. The bidder must also provide a list of the supplier’s (e.g. factory’s) previous price(s) to

the County for purposes of comparison. Price changes will be in effect only after receipt and approval by the Director of the Department of Purchasing and Contracting. Price lists and changes thereto are to be furnished under the contract and without charge to the County. Catalogue(s) or Price List(s) must be submitted to the Department of Purchasing and Contracting, Maloof Administration Building, 1300 Commerce Drive, 2<sup>nd</sup> Floor, Decatur, Georgia 30030.

4. By submission of this bid, the bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization that in connection with this procurement:
  - a. The prices in this bid have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;
  - b. Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly to any other bidder or to any competitor; and
  - c. No attempt has been made or will be made by the bidder to induce any other person or firm to submit or not to submit a bid for the purpose of restricting competition.

**N. PAYMENT (Bidder shall not fill in the blanks in this section. This portion shall be completed upon contract award):**

1. The County shall pay the Contractor based upon the accepted bid prices submitted by Bidder. Invoices should be signed by the Contractor or authorized delegate and must contain the authorizing a unique invoice number specific to the project, the DeKalb County Purchase Order (PO), and the Contract Purchase Agreement (CPA) Number in order for payment to be processed. The PO Number must also be on the delivery ticket, if applicable.
2. 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 the amounts listed below:
  - a. County shall pay the Contractor an amount not to exceed \_\_\_\_\_ for the initial year of the agreement.

- b. County shall pay the Contractor an amount not to exceed \_\_\_\_\_ for the second year of the agreement.
- c. County shall pay the Contractor an amount not to exceed \_\_\_\_\_ for the third year of the agreement.

Payment is to be made no later than thirty (30) days after submittal of undisputed invoice.

3. Invoice(s) and notice(s) must be submitted as follows:

- a. Original invoice(s) must be submitted to:

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

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

Department of Watershed Management  
4572 Memorial Drive  
Decatur, GA 30032  
Attn: Kerry Williams, Engineering Manager  
[kbwilliams@dekalbcountyga.gov](mailto:kbwilliams@dekalbcountyga.gov)

- 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).
- c. Notices must be submitted to:

Chief Financial Officer  
DeKalb County Department of Finance  
1300 Commerce Drive, 6<sup>th</sup> Floor  
Decatur, GA 30030

- 4. The County's official payment terms are Net 30. Payment dates that fall on a weekend or on a holiday will be issued on the County's next business day.
- 5. **Contractor is also subject to Section 01025 Measurement and Payment of Exhibit 1, Sanitary Sewer Stream Crossing Inspection Standard Specifications.**

**O. 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.

**P. 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.

**Q. 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. 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.

**R. RIGHT TO AUDIT:**

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

**S. 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.

**T. 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.

**U. 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. Both parties may, for its own convenience and at its sole option, without cause and without prejudice to any other right or remedy of the party, elect to terminate the Contract by delivering to the other party, 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 the other party 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.

**V. 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 Indemnities 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 Indemnities 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 Indemnities, 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.

#### **W. INSURANCE:**

Insurance must meet the County's requirements and will be furnished by the successful Bidder(s) upon award.

1. Successful Bidder(s) will advise their insurance agent of the County's requirements as listed below and that they may not proceed with any work until insurance is provided that is in compliance with these requirements.
2. Contractor's insurance company or agent must mail, email, or bring an original certificate of insurance and applicable declarations or endorsements to the DeKalb County address listed within this Insurance provision. Insurance must be from companies able to do business in Georgia and acceptable to the County as follows:
  - a. Certificates must cover:
    - i. Statutory Workers Compensation
      - (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
    - ii. Business Auto Liability Insurance with a minimum \$1,000,000 Combined Single Limit/Each Occurrence (Including operation of non-owned, owned, and hired automobiles).



## iii. Commercial General Liability Insurance

- (1) Bodily Injury and Property Damage Liability (each occurrence) - \$2,000,000
  - (2) Fire Damage - \$250,000
  - (3) Medical Expense (any one person) - \$10,000
  - (4) Personal & Advertising Injury - \$1,000,000
  - (5) General Aggregate - \$4,000,000
  - (6) Products & Completed Operations - \$1,500,000
  - (7) Contractual Liability where applicable
- b. DeKalb County, GA shall be named as Additional Insured under any General Liability, Business Auto and Umbrella Policies. Coverage shall apply as Primary and non-contributory with Waiver of Subrogation in favor of DeKalb County, Georgia. 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.
  - c. This insurance for the County as the additional insured shall be as broad as the coverage provided for the named-insured Contractor. It shall apply as primary insurance before any other insurance or self-insurance, including any deductible, non-contributory, and waiver of subrogation provided to the County as the additional insured.
  - d. Contractor agrees to waive all rights of subrogation and other rights of recovery against the County and its elected officials, officers, employees or agents, and shall cause each Subcontractor to waive all rights of subrogation for all coverages.
  - e. 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.
  - f. Contractor understands and agrees that the purchase of insurance in no way limits the liability of the Contractor.
  - g. The insurance carrier must have a minimum A.M. Best rating of not less than "A" (Excellent) with a Financial Size Category of VII or better.
  - h. Certificates to contain policy number, policy limits and policy expiration date of all policies issued in accordance with this contract.
  - i. Certificates to contain the location and operations to which the insurance applies.
  - j. Certificates to contain successful contractor's protective coverage for any subcontractor's operations. If this coverage is included in General Liability, please indicate on the Certificate of Insurance.

- k. Certificates to contain successful contractor's contractual insurance coverage. If this coverage is included in the General Liability, please indicate this on the Certificate of Insurance.
- l. Certificates shall be issued and delivered to the County and must identify the "Certificate Holder" as follows:

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

3. Contractor shall be wholly responsible for securing certificates of insurance coverage as set forth above from all subcontractors who are engaged in this work.
4. Contractor understands and agrees that the purchase of insurance in no way limits the liability of the Contractor.
5. Contractor is obligated to comply with any revisions to the County's insurance requirements.
6. 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.

**X. 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.

**Y. 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.

**Z. 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.

**AA. 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.

**BB. 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. No verbal agreement or conversation with any officer, agent, or employee of the County, either before or after the award 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.

**CC. 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.

**DD. 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 Director of the Department of Purchasing and Contracting 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 Director of the Department of Purchasing and Contracting 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 Procurement Officer  
 Department of Purchasing and Contracting  
 Maloof Administration Building  
 1300 Commerce Drive, 2<sup>nd</sup> Floor  
 Decatur, Georgia 30030

**If to the Contractor:** Notices shall be sent to the contact information that is listed in the Bidder's Response to the ITB.

#### **EE. 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 Responder person or entity making the submission, unless a court order is presented with the submission. Bidders or Responders may wish to consult an attorney or obtain legal advice prior to making a submission.

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

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

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

#### **GG. COOPERATIVE AGREEMENT**

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

Agree to extend to other public procurement entities: Yes \_\_\_ No \_\_\_

**[END OF GENERAL TERMS AND CONDITIONS]**

## MINIMUM SPECIFICATIONS

### A. BACKGROUND:

The DeKalb County, Department of Watershed Management (DWM) has established a Creek Crossing and Stream Bank Encroachment Inspection Plan to inspect and assess the condition of the County's gravity sewer and force main creek crossings. The schedule for external inspection of stream crossings is prioritized into annual, two-year, and five-year frequencies based upon prior inspection data. The Inspection of Sanitary Sewer Stream Crossings ("Project") described below represents the Scope of Work required to complete the scheduled external inspections for three years.

### B. SCOPE OF WORK:

The Project includes the external, visual inspection of on average 2,000 sanitary sewer stream crossings to be completed annually. The inspections are located throughout DeKalb County. Work orders identifying the location of the inspections shall be issued by DWM to the Contractor prior to beginning the Work.

All sanitary sewer stream crossings included within the Scope of Work were previously inspected a minimum of once since 2015. While easement access for certain crossings may include steep slopes and heavy vegetation, it is expected that all crossings remain reachable by foot and that the Contractor should be able to perform the Scope of Work described herein without additional clearing support from DWM. Sanitary sewer stream crossings deemed by the Contractor to be inaccessible by his or her crews shall be submitted to DWM for review. Upon concurrence, DWM will arrange to have the easement cleared sufficiently so as to allow the Contractor to return and complete the inspection.

The Contractor shall be responsible for distributing pre-approved "Right-of-Entry" (ROE) forms and securing signatures from affected property owners on the ROE forms prior to entering upon private property.

In addition to the performance of work described below, the Contractor shall conform to the Standard Specifications for the Project included as Exhibit 1 of this solicitation.

The Contractor shall be required to provide status updates and edits to a live web-based mapping tool provided by DWM that will display scheduled field work as well as the current status of field efforts. The Contractor shall provide a tablet or laptop with internet connection for each crew performing the Work. Further requirements for tracking the progress of the work are provided in Section 01030 of the Standard Specifications.

#### 1. Data Collection and Assessment Criteria

- a. The following information shall be provided and shall be updated as necessary:
  - i. Crossing name, physical location, street address
  - ii. Pipe identification numbers (IDs) and Manhole IDs (upstream and downstream)
  - iii. Pipe crossing type and pipe type
  - iv. Pipe diameter, material of construction, shape
  - v. Pipe in casing, material of casing, and diameter

- b. The following information shall be collected for each stream crossing:
- i. Easement accessibility
  - ii. Manhole condition
  - iii. Structural pipe condition
  - iv. Pipe supports (horizontal and vertical), piers, and collar/harness condition
  - v. Debris accumulation
  - vi. Stream bank condition and erosion
  - vii. Photographs of current condition
- c. Each stream crossing shall be assessed according to the parameters and ranking criteria provided below:
- i. **Easement Access:** Score 1 to 3
    - 1) Good: Clear, accessible access.
    - 2) Fair: Moderate vegetation or minor slope
    - 3) Poor: Difficult access due to heavy vegetation or steep slope; requires clearing
  - ii. **Exterior Manhole Condition (Downstream Manhole IDS> and Upstream Manhole (US):** Score 1 to 4
    - 1) Good: No signs of deterioration, manhole in good condition
    - 2) Fair: Manhole in fair condition (cracks)
    - 3) Poor: Manhole in poor condition (deteriorating)
    - 4) Severe: Manhole in severe condition, deteriorating, needs immediate attention
  - iii. **Interior Manhole Condition <DS and US):** Score 1 to 4 - General Observation
    - 1) Good: No signs of deterioration, manhole in good condition
    - 2) Fair: Manhole in fair condition (cracks)
    - 3) Poor: Manhole in poor condition (deteriorating, liner bulging, infiltration)
    - 4) Severe: Manhole in severe condition, deteriorating, liner peeling, needs immediate attention
  - iv. **Exterior Structural Pipe Condition:** Score 1 to 4 (If no casing, and pipe condition is visible):
    - NI) Not Inspected: buried pipe or pipe enclosed in casing
    - 1) Good: No pipe defects, no signs of deterioration or corrosion, pipe joints with no gaps, no pipe sagging
    - 2) Fair: Minor pipe defects, not compromising the integrity of the pipe
    - 3) Poor: Defects noticeable, deteriorating, evidence of corrosion potentially compromising pipe integrity, pipe sagging, pipe shifted
    - 4) Severe: Severe pipe defects, needs immediate attention, severe corrosion, pipe integrity compromised, pipe joint gaps visible, pipe sagging, line cave-in
  - v. **Pipe Casing:** Score 1 to 4 (If pipe in casing and casing condition visible):
    - NI) Not Inspected: pipe enclosed in casing but casing not visible
    - NA) Not Applicable: pipe not enclosed in casing
    - 1) Good: No defects, no signs of deterioration or corrosion, no sagging
    - 2) Fair: Minor defects, dents

- 3) Poor: Defects noticeable, deteriorating, evidence of corrosion
- 4) Severe: Severe defects, needs immediate attention, severe corrosion
  
- vi. **Debris Accumulation:** Along exterior aerial pipe crossing; Score 1 to 4
  - 1) Not applicable: buried pipe
  - 2) None: No debris
  - 3) Medium: Debris present on pipe crossing and quantity is 2 foot or less (vertical)
  - 4) Heavy: Heavy accumulation of debris on sewer main, tree limbs, debris greater than 2 feet (vertical), log jam
  
- vii. **Pipe Support/Pier Condition:** Score 1 to 4 for each support/pier
  - 1) Not applicable
  - 2) Good: No signs of deterioration, good condition, structure stable, harness or anchor collar in good condition
  - 3) Fair: Signs of deterioration, fair condition
  - 4) Poor to Severe: Structure unstable, needs immediate attention, asset structure at risk of failing, washing out underneath support, support not functioning, harness not connected.
  
- viii. **Stream Bank Condition:** Score 1 to 4 for each: Upstream Bank and Downstream Bank
  - 1) Not applicable
  - 2) Good: No signs of erosion, stable
  - 3) Fair: Moderate erosion
  - 4) Poor to Severe: Erosion occurring in multiple areas along bank, unstable conditions, needs immediate attention, impacting pipe stability.

## 2. Inspection Procedures

The procedures for inspecting each stream crossing shall include, but not be limited to, the following:

### a. General Requirements:

- i. The contractor shall comply with the Standard Specifications for the Project.
- ii. In accordance with the requirements of Security and Safety Specifications, when working in roadways, the contractor shall secure applicable City, County, and GDOT permits and conform to their requirements.
- iii. The contractor shall not enter water to inspect stream crossing.

### b. Urgent Conditions:

- i. Immediately report any condition requiring urgent attention to the DWM Project Manager. Urgent conditions include but are not limited to: leaking pipes or manholes, evidence of sanitary sewer overflows, and conditions that have the potential to result in eminent failure of the sanitary sewer stream crossing.
- ii. Active leaks or sanitary sewer overflows and evidence of a past leaks or sanitary sewer overflows shall also be reported immediately to the County Dispatch Center at (770) 270-6243.

- iii. For all urgent conditions observed, the Contractor shall remain onsite until County personnel arrive unless directed otherwise by the DWM Project Manager.
- c. Inspect the Structural Integrity of the Pipe Crossing:
  - i. Record the structural condition of the pipe and pipe joints from creek bank. Do not enter water. Observe the pipe with binoculars and document with zoom camera. Document any sagging or other defects in pipe. Observe and note condition of harnesses and supports to the pipe across the stream.
  - ii. Observe and record any stream bank encroachment toward sewer mains.
  - iii. Document tree limbs or debris on sewer main.
  - iv. Inspect stream easements, buffer zones, roads, stream flows, direction, and erosion.
- d. Inspect Sanitary Sewer Manholes:
  - i. Contractor shall not enter manholes at any time.
  - ii. Record the structural condition of manhole exterior to include missing/damaged cover.
  - iii. Record the general condition of the manhole interior.
- e. Document Conditions:
  - i. Record conditions per criteria defined in Section 1.
  - ii. Provide general observation notes as applicable
  - iii. Digital photographs (in JPEG format, at 1024 x 768 resolution). All photos shall have location coordinates and date embedded in the file.
    - a) Collect a digital photograph of the interior and exterior of each manhole inspected. The exterior photograph should be taken at a distance sufficient to capture adjacent permanent structures. The interior photograph should be of sufficient detail to record the condition observed.
    - b) Collect a digital photograph of each pipe crossing.
    - c) Collect additional digital photograph(s) in sufficient detail to record the observed condition for each of the following:
      - Easement access with assessment score equal to 3
      - Debris accumulation scoring greater than or equal to 3
      - Pipe crossings and/or casings scoring greater than or equal to 2
      - Pipe supports/piers scoring greater than or equal to 3
      - Stream bank conditions scoring greater than or equal to 3
  - iv. Provide comments describing specific conditions for each of the following:
    - a) Exterior and interior manhole parameters with a score of 2 or greater
    - b) Debris accumulation scoring greater than or equal to 3
    - c) Pipe crossings and/or casings scoring greater than or equal to 2
    - d) Pipe supports/piers scoring greater than or equal to 3
    - e) Stream bank conditions scoring greater than or equal to 3



3. Stream bank conditions scoring greater than or equal to Deliverables

The final deliverables to be provided upon completion of each calendar year inspection schedule shall include the following:

- a. Conditions for each stream crossing as documented per criteria defined in Section 1 compiled into a Microsoft Excel spreadsheet or Microsoft Access database.
- b. Digital photograph files named in accordance with the file naming convention below:
  - i. [Manhole 10 if manhole photo, Pipe ID for all others] \_ [I = Interior, O = Outside] \_ [Parameter, M = Manhole, P = pipe or casing, D = debris, S = pipe support/pier, E = easement, B = stream bank] \_ [sequential number].jpg
  - ii. Example: 18-058-s003\_18-058-s001\_I\_P\_1.jpg
- c. Inspection report summarizing findings including, but not limited, presentation of the total number of inspections completed and charting of assessment data by assessment parameter and condition score.

**C. QUALIFICATIONS AND EXPERIENCE OF KEY PERSONNEL:**

1. Experience of Project Manager/Field Supervisor:

- a. The Project Manager and/or Supervisor of field crews shall be qualified to lead this project and must have a minimum of five (5) years of experience as a project manager on similar projects. The project manager shall have been in leadership roles on inventory and condition assessment projects of similar scale.
- b. The Data Manager shall have been in leadership roles on inventory and condition assessment projects of similar scale including three (3) years of experience in preparation of reports management of field-data collection, data analysis, data management and quality assurance.

2. Experience of Field Crew and Technician:

- a. The Field crew leaders performing assessments shall have the proper training and have a minimum of two (2) years of experience in performing similar assessments including safe working practices, etc.
- b. No crew members shall enter confined spaces without the necessary certified training and permit.

**[END OF MINIMUM SPECIFICATIONS]**

**\*\*\* PRICE SCHEDULE MUST BE SUBMITTED IN A SEPARATE SEALED ENVELOPE,  
AND PRICING SHALL NOT APPEAR ANYWHERE ELSE IN THE BID PACKAGE, OR  
BIDDER WILL BE DEEMED NON-RESPONSIVE AND WILL NOT BE CONSIDERED FOR  
AWARD\*\*\***

PRICE SCHEDULE					
ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	EXTENDED PRICE
01535-1	Stream Crossing Assessment	6,000	EA	\$	\$

**BID ACKNOWLEDGEMENT FORM**

I, the undersigned, acknowledge that I have read the Bid Document in its entirety and agree to conform to its every requirement. I further acknowledge that failure to prepare, submit, or execute this bid in the exact manner requested will be just cause to reject my entire bid.

Name of Business Entity Submitting Bid	Print Name and Title of Authorized Signer
Business Entity Street Address	Authorized Signature
Business Entity City, State and Zip Code	Contact Person's Phone Number
Business Entity County	Contact Person's E-mail Address

- **Bidder acknowledges addendum(s): No. 1\_\_\_\_, No. 2\_\_\_\_, No. 3\_\_\_\_ (If Applicable)**
- Bidder acknowledges that this bid is valid for ninety (90) days from \_\_\_\_\_(Initial)  
and including the actual bid opening date.
- Bidder acknowledges that bid meets or exceeds minimum specifications. \_\_\_\_\_(Initial)  
Any deviation from minimum specifications must be explained, in detail,  
by bidder as to how the bid does not meet the exact specifications.
- Bidder acknowledgement of Revisions to the above Terms and Conditions:
  - No revisions \_\_\_\_\_(Initial)

**OR**

- There are revisions and they are included with the bid submittal \_\_\_\_\_(Initial)

The above acknowledgment must be properly signed and firmly attached to your bid. The acknowledgment becomes a part of your bid and without it your bid is not complete and will be subject to rejection.

**THIS PAGE MUST BE RETURNED WITH YOUR BID. FAILURE TO SUBMIT THIS COMPLETED FORM WILL RESULT IN YOUR BID BEING DEEMED NON-RESPONSIVE.**

**ATTACHMENT A****REQUIRED DOCUMENTS CHECKLIST**

Bidder complete and submit the following documents with your bid:

<b>Bid Page No.</b>	<b>Title</b>	<b>Check This Box If Included With Bid</b>
27	Bid Acknowledgement Form*	
28	Required Documents Checklist	
29	Contractor Reference and Release Form	
30	Subcontractor Reference and Release Form, if applicable**	
32	Contractor Affidavit*	
33	Subcontractor Affidavit, if applicable**	
34-42	LSBE - Exhibits 1 and 2 of Attachment G*	
43	First Source Jobs Acknowledgement Form	
44	New Employee Tracking Form	
-	A copy of current, valid Business License	

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

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

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

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

\_\_\_\_\_  
Signature

**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(s) of product(s)/ service(s) listed in the solicitation.

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

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

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

**REFERENCE CHECK RELEASE STATEMENT**

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

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

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(s) of product(s)/ service(s) listed in the solicitation.

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

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

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

**REFERENCE CHECK RELEASE STATEMENT**

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

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

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

**ATTACHMENT D****CONTRACTOR & SUBCONTRACTOR EVIDENCE OF COMPLIANCE:**

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

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

**ATTACHMENT E****CONTRACTOR AFFIDAVIT**

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

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

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

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

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

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

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

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

SUBSCRIBED AND SWORN  
BEFORE ME ON THIS THE

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

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

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



**ATTACHMENT F****SUBCONTRACTOR AFFIDAVIT**

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

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

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

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

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

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

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

SUBSCRIBED AND SWORN  
 BEFORE ME ON THIS THE

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

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

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

**ATTACHMENT G**

**LSBE INFORMATION  
DEKALB FIRST LSBE INFORMATION  
WITH EXHIBITS 1 – 2**

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

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

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

Percentage of LSBE Participation Required
20% of Total Award

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

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

Prime Contractor(s) deemed responsible and remains responsive to 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 1”). For all contracts, a signed letter of intent from all certified LSBEs describing the work, material, equipment and/or services to be performed or provided by the LSBE(s) and the agreed upon percentage shall be due with the bid or proposal documents and included with “Exhibit 1”. The certified vendor list establishes the group of Certified LSBE’s from which the bidder/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 1.” The notarized Schedule of LSBE Participation shall be due and submitted with each bid or proposal. Failure to achieve the LSBE benchmark or demonstrate good faith efforts shall result in a bid or proposal being rejected. Prime Contractors that fail to attend the mandatory LSBE meeting in person or via video conference shall mean that the Prime Contractor has not demonstrated sufficient good faith efforts and its bid or proposal if submitted, shall be deemed non-responsive without any further review.

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

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

**EXHIBIT 1****SCHEDULE OF DEKALB FIRST LOCAL SMALL BUSINESS ENTERPRISE PARTICIPATION  
OPPORTUNITY TRACKING FORM**

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

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

SOLICITATION NUMBER: **21-101361**

TITLE OF UNIT OF WORK – **Inspection of Sanitary Sewer Stream Crossings (Three (3) Year Multiyear Contract)**

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 work 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.

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

Name of Company	
Address	
Telephone	
Fax	
Contact Person	
Indicate 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 1, 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 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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**EXHIBIT 1, CONT'D**

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This list is a guideline and by no means is it 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, [DeKalbFirstLSBE@dekalbcountyga.gov](mailto:DeKalbFirstLSBE@dekalbcountyga.gov).

**EXHIBIT 1, 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 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 1, CONT'D**

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

Firm Name (Please Print):

\_\_\_\_\_

Firm's Officer: \_\_\_\_\_  
 (Authorized Signature and Title Required) Date

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

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

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

**EXHIBIT 2****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. Please be advised that LSBEs cannot be removed from a project without pre-approval from Contract Compliance.

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

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

**ITB Number:** 21-101361

**Project Name:** Inspection of Sanitary Sewer Stream Crossings (Three (3) Year Multiyear Contract)

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 Commence Date</b>	<b>% of Contract Award</b>

**Prime Contractor****Sub-contractor****Signature:** \_\_\_\_\_**Signature:** \_\_\_\_\_**Title:** \_\_\_\_\_**Title:** \_\_\_\_\_**Date:** \_\_\_\_\_**Date:** \_\_\_\_\_

**ATTACHMENT H**

**FIRST SOURCE JOBS ORDINANCE INFORMATION**

**(WITH EXHIBITS 1 – 4)**

**EXHIBIT 1**

**FIRST SOURCE JOBS ORDINANCE ACKNOWLEDGEMENT**

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

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

**CONTRACTOR OR BENEFICIARY INFORMATION:**

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

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Telephone

\_\_\_\_\_  
Email

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

Please answer the following questions:

1. How many job openings do you anticipate filling related to this contract? \_\_\_\_\_
2. How many incumbents/existing employees will retain jobs due to this contract?  
DeKalb Residents: \_\_\_\_\_ Non-DeKalb Residents: \_\_\_\_\_

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

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

**FIRST SOURCE JOBS ORDINANCE INFORMATION**  
**EXHIBIT 2**

**NEW EMPLOYEE TRACKING FORM**

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

**Address** \_\_\_\_\_

**Email** \_\_\_\_\_

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

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

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

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

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

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

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

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

**BUSINESS SERVICE REQUEST FORM**

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

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

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

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

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

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

CONTACT E-MAIL ADDRESS: \_\_\_\_\_ CONTACT PHONE: \_\_\_\_\_

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

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

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

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

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

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

PERM ☐ TEMP ☐ TEMP-TO-PERM ☐ SEASONAL ☐

**PUBLIC TRANSPORTATION ACCESSIBILITY:** YES ☐ NO ☐

**SCREENINGS ARE REQUIRED:** YES ☐ NO ☐ **SELECT ALL THAT APPLY:**

☐ CREDIT CHECK ☐ DRUG ☐ MVR ☐ BACKGROUND ☐ OTHER \_\_\_\_\_

**HOW TO APPLY:**

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

Please return form to: [jbblack@dekalbcountyga.gov](mailto:jbblack@dekalbcountyga.gov)

**DO NOT WRITE BELOW THIS LINE - TO BE COMPLETED BY WORKSOURCE DEKALB ONLY**

**SYSTEM**

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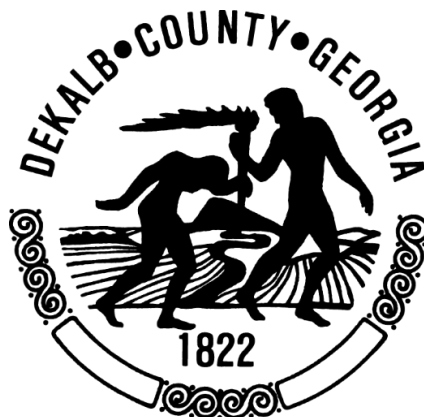


## EXHIBIT 1

# **Sanitary Sewer Stream Crossing Inspection Standard Specifications**

January 1, 2021

Owner:



**DeKalb County**  
**Department of Watershed Management**

1580 Roadhaven Drive  
Stone Mountain, Georgia 30083  
(770) 414-6181

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## **SECTION 00000**

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## **SECTION 01010**

### **SUMMARY OF WORK**

#### **PART 1 – GENERAL**

##### **1.01 PURPOSE AND NEED**

- A. DeKalb County Department of Watershed Management's (DWM) Wastewater Collection and Transmission System (WCTS) includes an estimated 2,700 miles of sanitary sewer lines, and approximately 70,000 manholes. Included in the WCTS are over 3,500 sanitary sewer stream crossings. Per the Consent Decree (CD) entered with the United States Environmental Protection Agency (USEPA), the County is implementing a program to inspect and maintain its sanitary sewer stream crossings.

##### **1.02 SCOPE OF WORK**

- A. The Project includes the external, visual inspection of, on average, 2,000 sanitary sewer stream crossings to be completed each year. The sanitary sewer stream crossing subject to inspection shall be as directed by DWM and are located throughout DeKalb County.
- B. All sanitary sewer stream crossings included within the Scope of Work were previously inspected at least once between 2015 and 2020. While access to stream crossings may include steep slopes and heavy vegetation, it is expected that all crossings remain reachable by foot and that the Contractor shall be able to perform the Scope of Work described herein without additional easement clearing or manhole location support from DWM.

Sanitary sewer stream crossings deemed by the Contractor to be inaccessible by his or her crews shall be submitted to DWM for review. Upon concurrence, DWM shall arrange to have the easement cleared sufficiently so as to allow the Contractor to return and complete the inspection.

Sanitary sewer manholes included in the scope that cannot be located by the Contractor shall be submitted to DWM for review. Upon concurrence, DWM shall elect to have the manhole located and exposed so as to allow the Contractor to return and complete the inspection. Note that the Contractor is expected to locate manholes located as indicated on the County's mapping system including if covered with a small layer of forest litter and/or a thin layer of soil or grass.

- C. The Contractor shall be responsible for distributing pre-approved Right-of-Entry" (ROE) forms and securing signatures from affected property owners on the ROE forms prior to entering upon private property.
- D. This is a multi-year contract. All quantities represented on each line item of the Bid Form are the estimated total quantities for the scope work to be done under each line item for the life of this Contract. The Bidders are informed that the actual estimated quantities to be awarded in a contract to each successful bidder could vary dependent on the number of successful bidders. The County reserves the right to distribute the estimated quantities based on project needs to include but not limited to: priority, location, etc.

- E. The Program Manager will, prior to start-up, provide Cityworks training to the Contractor personnel. All assignments will be provided through Cityworks as the contract work proceeds.
- F. The Work will include, but is not limited to, the following work activities to perform sanitary stream crossing inspection as further defined in the Specifications of this Contract:
  - 1. External inspection of sanitary sewer stream crossings
  - 2. Documentation through photos with embedded location and date information
  - 3. Coordination with DWM's Community Outreach requirements which are meant to minimize impact to the citizens of DeKalb County.
  - 4. Coordination with work by others.
  - 5. Daily inspection status reporting using web-based mobile devices interacting with Cityworks.
- G. Requirements for the data to be collected, the assessment criteria, inspection procedures, and deliverable requirements are as defined in the Scope of Work section of the Project's Contract Documents.

### **1.03 PROJECT LOCATION**

- A. The Work is required at multiple locations within the WCTS and will be directed through the issuance of work orders by the Owner.

### **1.04 WORK COORDINATION**

- A. The Contractor shall:
  - 1. Coordinate the Work with third parties, (such as public utilities, other DeKalb County departments, and emergency service providers), in areas where such parties may have rights to underground property or facilities;
  - 2. Coordinate the Work with owners of private and public property where access is required for the performance of the work.
  - 3. Legal access will be acquired by the Contractor in accordance with the Contract Documents.
- B. The Owner, through the Owner's Representative:
  - 1. Will work with the Contractor to assign and schedule the work in a logical and efficient format.
    - a. All items in this contract shall be priced so each item can be assigned independently or combined with other items at the Owner's Representative's sole discretion.

### **1.05 EXISTING SITE(S) CONDITIONS**

- A. The Contractor shall:
  - 1. Make all necessary investigations to determine the existence and location of above ground and underground utilities that could impact the work.

2. Evaluate surface features that may impact the work.
  3. Be held responsible for documenting, recording, maintaining and protecting existing utilities, structures, and personal property.
    - a. Damage to any existing utilities, structures, personal property will be repaired/replaced to equal or better condition by the Contractor at no additional cost to the project.
- B. Nothing in these Contract Documents shall be construed as a guarantee existing utilities are either not located, or located as shown within the area of the work.

**END OF SECTION**

## **SECTION 01015**

### **CONTROL OF WORK**

#### **PART 1 GENERAL**

##### **1.01 SECTION INCLUDES**

- A. This section includes:
  - 1. The general use of the site including properties inside and outside of the right of way,
  - 2. Work affecting existing utilities, roadways, streets, driveways, and traffic patterns.
  - 3. Requirements for notification to adjacent landowners and occupants.

##### **1.02 PERSONNEL- COOPERATION WITHIN THIS CONTRACT**

- A. The Contractor shall furnish:
  - 1. Manpower knowledgeable and experienced with the type of work detailed in these Contract Documents to deliver a quality project.
  - 2. Equipment in sufficient numbers, size and capacity that is efficient, capable and appropriate to produce Work that meets or exceeds the quality requirements of the Contract, and maintains a rate of progress Insuring the completion of the work in a manner that complies with, and is within the time stipulated in the Contract Documents.
- B. Program Manager/Owner's Representative:
  - 1. May and at no additional cost to the Owner, order the Contractor to increase manpower or equipment if:
    - a. Rate of progress will not meet that required to complete the project per the Contract Documents.
    - b. Rate of progress is not in agreement with the accepted baseline schedule
    - c. Quality of performed work appears to be decreasing, or otherwise fails to meet the minimum standards required by the Contract
  - 2. The Contractor shall immediately conform to such order and continue to do so until the Work is on schedule and meets the minimum standards required by the Contract.
  - 3. Failure of the Program Manager to give such order shall in no way relieve the Contractor of his obligations to meet the requirements of the Contract Documents.
- C. All firms or persons authorized to perform any work under this Contract shall:
  - 1. Cooperate with the General Contractor and his subcontractors or trades,
  - 2. Assist in incorporating the work of other trades where necessary or required.

3. Comply with the requirements of all local state and federal agencies and other utility/facility Owners.

## PART 2 – PRODUCTS

(Not Used)

## PART 3 – EXECUTION

### 3.01 INSTALLATION

#### A. Private Land:

1. The Contractor shall not enter or occupy any private land outside of existing easements except,
  - a. By permission of the property owner
    - 1) Provide a copy of any written permission(s), agreements and releases between Contractor and Property Owner to Program Manager/Owner's Representative for files.
  - b. Owner per the Public Notification requirements listed in all applicable Specification Sections.
2. The Contractor will be required to coordinate the work with DWM Outreach and local residents through the use of door hangers and will be required to obtain rights to enter where that work extends onto easements traversing private property. An executed "Right-of-Entry" form will be required from each property traversed unless entry is specifically authorized by the Program Manager.
3. The Contractor shall precisely and thoroughly document the location and condition of all private property features just prior to any disturbance or access. This would include location of features, species of trees bushes, etc. and all other pertinent information. Any failure to do so may require the Contractor, at the Contractor's expense to complete all restoration requirements required by property owners regardless of their validity. In such occurrences, the contractor shall provide to the County, a written release from the property Owner.
4. Take precautions to prevent pedestrians/public from entering any construction zone.
  - a. Use all available measures to prevent injury including applying all applicable OSHA standards.
  - b. Night watchmen may be required where special hazards exist
  - c. Police protection provided for traffic while work is in progress.
  - d. The Contractor shall be fully responsible for damage or injuries

#### B. Maintenance of Traffic

1. Temporary Traffic Control shall be in accordance with the Manual on Uniform Traffic Control Devices (MUTCD) including necessary certifications as indicated in the Manual for responsible individuals (MUTCD Part 6C.01.03).

2. Maintain vehicular and pedestrian traffic at all times:
    - a. Obtain and obey fully, street closure permission/permit from proper authority.
    - b. Conduct no construction operations in, and remain clear of the work area outside the hours allowed by the permit and Contract. The most stringent shall apply.
    - c. Temporarily stockpiling excavated or stored material on street or pedestrian walkways without proper closure permit is not allowed.
    - d. Use available construction methods to mitigate any traffic hazards created.
      - 1) Provide temporary roadways, erect wheel guards or fences or other methods approved by the Program Manager/Owner's Representative.
  3. Detours around construction or assessment activities will be subject to the approval of the Owner's Representative.
  4. Where detours are permitted:
    - a. Provide all necessary barricades and signs as required to divert the flow of traffic.
    - b. Expedite construction operations and periods when traffic is being detoured.
- C. Work Within GDOT Right-Of-Way
1. All roadway restoration shall be done in accordance with the lawful requirements of the governing authorities within whose jurisdiction such pavement is located.
  2. All highway utilities and traffic controls are to be maintained.
    - a. Work shall conform to the rules and regulations of the governing authorities, including the use of standard signs, barricades, and warning devices.
  3. Conduct no construction operations in, and remain clear of the work area outside the hours allowed by the permit and Contract. The most stringent shall apply.
  4. The Contractor shall furnish all such bonds or checks required by the governing authorities to ensure proper restoration of paved areas.
- D. Care and Protection of Property
1. The Contractor shall be
    - a. Responsible for the preservation of all public and private property affected by his operations.
    - b. Use every precaution necessary to prevent damage thereto.
    - c. Any direct or indirect damage to public or private property (through act, omission, neglect, misconduct in the execution of the work) shall be restored by the Contractor,

- 1) At his expense,
- 2) To a condition similar or equal to that existing before the damage was done.

E. Protection of Existing Structures and Utilities

1. The Contractor shall assume full responsibility for the protection of all buildings, structures, and utilities, public or private, including poles, signs, services to buildings, utilities in the street, such as pipes, water pipes, hydrants, sewers, drains, gas and electric and telephone cables.
  - a. Carefully and fully support and protect all such structures and utilities from injury of any kind. Protect and restore damage to any cathodic protection components or locating devices including wires, tape, etc.
  - b. Damage resulting from the Contractor's operations shall be repaired by him at his expense, to the satisfaction of the property owner

**3.02 CLEANUP**

Refer to Section 01710 Clean up, and all other sections that require special clean up and disposal requirements. The most stringent shall apply.

**END OF SECTION**

## **SECTION 01025 MEASUREMENT AND PAYMENT**

### **PART 1 – GENERAL**

#### **1.01 SECTION INCLUDES**

- A. Methods of measurement and payment for items of work conducted under the Project.

#### **1.02 SUMMARY**

- A. The total bid price shall cover all work required by the Contract Documents. All costs in connection with the proper and successful completion of the work, including all materials, equipment, supplies, and appurtenances; providing all equipment and tools; and performing all necessary labor and supervision to fully complete the work, shall be included in the unit prices bid.
- B. All work not specifically set forth as a pay item in the Bidder's Unit Price Form shall be considered subsidiary obligations of the Contractor and all costs in connection therewith shall be included in the unit prices bid.
- C. All estimated quantities stipulated in the Bidder's Unit Price Form or other Contract Documents are approximate and are to be used only:
  - 1. As a basis for estimating the probable cost of the Work.
  - 2. For the purpose of comparing the bids submitted for the Work.
- D. The basis of payment for work and materials shall be the actual amount of work done and materials furnished. Payment for inspection of sanitary sewer stream crossings and related activities will be made in accordance with the unit price bid items in the Bidder's Unit Price Form contingent upon verification by the Owner or Owner's Representative and shall be full compensation for all labor, materials, and equipment required to furnish, install, construct, maintain, protect, and test the Work covered under the unit price bid item. Contractor agrees he will make no claim for damages, anticipated profits, or otherwise on account of any difference between the amounts of work actually performed and materials actually furnished.
- E. Payment will be made only for the actual quantities of work performed in compliance with the Contract Documents. The Contractor will be paid an amount equal to the approved quantity multiplied by the applicable unit price for items specified on the Unit Price Form. Any unused balance of the unit price work shall revert to the Owner upon completion of the project.
- F. Pay requests for work performed shall be itemized by sanitary sewer stream crossing asset ID. The pay request shall list each asset by ID number, include the date each inspection was performed, provide the unit cost, and provide the extended cost.
- G. When submitting pay requests for periodic payment, the following documentation should be submitted as a minimum:
  - 1. Application for Payment Certification/Summary
  - 2. Schedule of Values



3. Itemized Asset Spreadsheet (XML file) indicating work performed at the Asset Level as described above.
4. Copy of LSBE and Utilization Report(s)
5. Updated schedule for assigned work activities
6. Photo documentation and reports indicating current level of progress toward completion of the work.

### **1.03 MEASUREMENT AND PAYMENT**

- A. Stream Crossing Assessment - Bid Item 01535-1: Measurement for payment shall be per inspection of each (EA) sanitary sewer stream crossing as designated by a manhole to manhole pipe segment. Unit prices bid shall include all labor, equipment, material, incidentals, safety measures, permits, and bonds required to perform the Work. Clearing of vegetation using hand tools as may be required to allow access to the inspection site by Contractor's crew shall also be included in the unit prices bid.

**END OF SECTION**

## **SECTION 01030 SPECIAL PROJECT PROCEDURES**

### **PART 1 – GENERAL**

#### **1.01 SECTION INCLUDES**

This section includes responsibilities and requirements of the Contractor specific to this project.

### **PART 2 - PRODUCTS**

(Not Used)

### **PART 3 - EXECUTION**

#### **3.01 INSTALLATION**

- A. The Contractor shall provide labor and material in a timely manner and of sufficient quantities to result in the performance of, but not limited to, the following:
  - 1. Daily removal of all sanitary debris, work debris and trash resulting from any work activities identified within the Contract Documents. Disposal locations for any sanitary debris and/or hazardous materials shall be approved prior to disposal. Disposal of sanitary debris and/or hazardous materials shall be disposed only at approved locations. Manifests of hauling and such material shall be submitted to the Program Manager by the Contractor.
  - 2. Coordinate with all trades and other Owner or Program Manager work that may occur at or near the project location as generally described below.
  - 3. It is this Contractor's responsibility to advise the Program Manager as to any discrepancies in the work of others prior to starting the work.
  - 4. All field engineering and layout required for this work shall be the responsibility of this Contractor.
  - 5. All protection of finished work, including the work of others shall be the responsibility of this Contractor.
  - 6. The Contractor agrees to attend meetings promptly and their company will be represented with an authorized field representative and an authorized office representative capable and responsible for committing to delivery, manpower and completion dates for their work assignments
  - 7. The Contractor agrees all forms and reports (including technical data reports and forms) required by the Owner and Program Manager will be completed as required of these Specifications or as otherwise directed. Failure to submit these completed on time could result in a delay in payment.
  - 8. The Contractor agrees all Change Order work will be agreed upon in writing and signed by the Program Manager and the Owner before this work will begin.
  - 9. The Contractor agrees to properly protect all materials and Owner assets from damage resulting from Contractor's work activities and assumes

responsibility to replacement of such materials at their cost. This cost will be assessed by back charge and incorporated into a change order by the end of the month.

10. The Contractor agrees to properly protect all materials from damage by weather and assumes responsibility to replacement of such materials at their cost.
11. The Contractor agrees to work within the defined work hours of the Owner being typically 8:00a.m. to 5 p.m. or other hours as directed by the Owner or Program Manager to adhere to the requirements of the Work, including those related to Public Outreach and Notification. The Contractor agrees to perform all necessary overtime to get their work back on schedule if necessary.
  - a. The Contractor agrees to honor following County holidays unless authorized to work by the Owner or Program Manager
    - 1) New Year's Day
    - 2) MLK Day
    - 3) President's Day
    - 4) Memorial Day
    - 5) Independence Day
    - 6) Labor Day
    - 7) Veteran's Day
    - 8) Thanksgiving Day
    - 9) Christmas Day
12. The Contractor agrees to provide certificates of insurance prior to their mobilization. Prior to commencing work the Contractor agrees to provide a current copy of the workman's compensation and liability insurance certificate.
13. The Contractor assumes responsibility for insurance coverage on all their equipment and tools against theft and damage. No claims will be registered against the Owner for loss of same. The Contractor will not lien the project for payment of any claims on equipment loss or damage due to vandalism or any other form.
14. The Contractor will abide by all OSHA requirements and/or instruction from the Program Manager and/or supervising and/or competent field personnel to make a safe work area. OSHA requirements to be the minimum safety level accepted.
15. Contractor agrees to respond to all Contractor change notifications within 24 hours and further to provide the Program Manager and/or Owner with the complete change estimate cost data within 7 calendar days.
16. Contractor shall provide fulltime onsite supervision of their work.
17. Contractor agrees with the performance schedule for each assessment assignment as established by the Program Manager and will provide any

necessary measures required to achieve and maintain this schedule at no additional cost to the Owner, Program Manager and Owner's Representative.

18. Contractor agrees to provide all required submittals and receive approvals relative to crew supervisory personnel, manpower safety and training certifications, and equipment specifications prior to performing any field work. The Contractor will not occupy any assigned job site without a properly badged workforce.

**B. RESPONSIBILITY FOR OVERFLOWS/SPILLS AND DAMAGE TO PROPERTY AND UTILITIES:**

1. It shall be the responsibility of the Contractor to schedule and perform the Work in a manner not causing or contributing to incidences of sanitary sewer overflows (SSOs) as defined in the latest Consent Decree.
2. In the event the Contractor's activities cause or contribute to SSOs (including work related building backups), the Contractor shall immediately take appropriate action to contain and/or stop the overflow, clean up the spillage, and disinfect the area affected by the SSO. Simultaneously, the Contractor will notify the Owner's Dispatch Center, the Owner, and the Program Manager to provide information concerning location, cause, volume of the SSO, and assessment whether the spill entered a stream or storm drain and assist in completing associated spill investigative paperwork. The Contractor shall be familiar with the details of spill response referred to in the Sanitary Sewer Overflow Contingency and Emergency Response Plan (CERP) approved by Owner. This document can be found on Department of Watershed Management website under the Consent Decree Program or upon request to the Owner or Program Manager.
3. The Contractor shall indemnify and hold harmless the Owner and the Owner's Representatives (including the Program Manager) for any fines or third-party claims for personal or property damage arising out of an SSO that is fully or partially the responsibility of the Contractor, including the legal, engineering, and administrative expenses of the Owner and Owner's Representatives (including the Program Manager) in defending such fines and claims.
4. Any damage to public or private property due to the work performed by the Contractor is the sole responsibility of the Contractor. Any damage to municipal or private utilities caused by the Contractor's equipment or operation shall be repaired in a manner approved by the Owner/Program Manager at the Contractor's expense. Any damage caused by the Contractor to utilities or property belonging to other entities shall be repaired by the Contractor to the satisfaction of the utility/property owner at the Contractor's sole expense. Any equipment stuck or left in the sewer line/lateral shall be retrieved by the Contractor within twenty-four (24) hours. The Contractor will notify the Owner and/or Project Manager immediately of such an incident. The equipment will be removed at the sole expense of the Contractor or Depending upon circumstances at costs agreed upon by the Owner/Project Manager. Any damage to the Contractor's equipment is the Contractor's sole responsibility. If the equipment is stuck or left in the sewer line/lateral and causes an SSO, then the Contractor is liable for the SSO and all associated damages.

5. The Owner (and the Program Manager) reserves the right to make any repairs or retrieve any equipment and charge the Contractor accordingly.

C. RELOCATIONS

NOT USED

D. EXISTING UNDERGROUND PIPING, STRUCTURES, AND UTILITIES

1. The attention of the Contractor is drawn to the fact that during any earth disturbing activity, the possibility exists of the Contractor encountering various water, gas, telephone, electrical, or other utility lines not indicated on drawings or located in the field. The Contractor shall exercise extreme care before and during any land disturbing activity to avoid damage to the existing lines. Should damage occur to existing County water and/or sewer line, the Contractor shall repair the line at no cost to the Owner if directed to do so by the Owner/Project Manager.
2. The work assignments will be through work orders and associated GIS mapping through the Mobile Mapping Tool and maps which will not indicate the location of other underground facilities. Should such be provided by the Owner/Project Manager, the locations of existing underground piping structures and utilities are shown without express or implied representation, assurance, or guarantee that they are complete or correct or that they represent a true picture of underground piping to be encountered.
3. The Contractor shall exercise care in locating existing piping and utilities. All utilities, which do not interfere with complete work, shall be carefully protected against damage. Any existing utilities damaged in any way by the Contractor shall be restored or replaced by the Contractor at its expense as directed by the Program Manager.

E. HAZARDOUS LOCATIONS

The existing wet wells, manholes and related areas may be considered hazardous locations, in that explosive concentrations of sewage gas may be present.

F. MOBILE MAPPING TOOL

The Contractor will be required to provide updates and edits to a live web mapping tool that will be displaying field work as well as the current status of field efforts. The Contractor shall provide their own tablet or laptop with internet connection (via air card or data plan or tablet), with one per crew minimum. Contractor shall provide an email address so that the Program Manager may set up a login for Contractor access to the web mapping tool. It is expected that the Contractor will be able to perform simple edits to the web map including, but not limited to, placing points on assets on which work is being performed that will include tabulated attribute information such as current work status, type of work being performed and other tracking variables for the web tool as directed by the Program Manager. Program Manager shall provide up to three hours of instruction on how the contractor shall populate the live web mapping tool.

G. CITYWORKS

1. All work on this project will be assigned, tracked, monitored and documented using Cityworks. Prior to start of any assignment the Contractor will provide

appropriate employees for Cityworks training at no cost to the County. The Contractor will be required to identify assigned work orders, provide updates to work orders received, and closeout completed work orders via the County's Cityworks asset management platform as work progresses.

2. The Contractor shall update the daily progress at the end of the workday. It is recommended to update the work order while the work is being done in the field. The intent is for the Contractor's work progress performed during the day to be entered and viewable to the Program Manager by the start of the Contractor's next work day.
3. The Contractor shall provide field and office staff names and email addresses to the Program Manager for login access to the Cityworks platform, and Contractor will be responsible for providing a computer or tablet with internet access for use of the system. The Program Manager will provide access to the site, technical support, and training of up to three hours of instruction detailing how the Contractor shall receive and populate the work orders. The Contractor will provide appropriate employees for training at no cost to the County.

**END OF SECTION**

## **SECTION 01041**

### **PROJECT COORDINATION**

#### **PART 1 - GENERAL**

##### **1.01 SECTION INCLUDES**

The work under this Section includes the requirements of the Contractor to use standard methods suitable to the Owner, which produce results compliant and which meet the intent of the Contract Documents.

##### **1.02 RELATED SECTIONS**

This Section applies to the work of every division and every section of these Specifications.

##### **1.03 QUALIFICATIONS AND REQUIREMENTS**

- A. Management of the Project shall be through the use of standard methods suitable to the Owner, which produce results compliant and with which meet the intent of the Contract Documents.

##### **1.04 RESPONSIBILITY FOR COORDINATION**

- A. Carefully coordinate work with all other contractors and/or subcontractors to ensure proper and adequate interface of the work of other trades and subcontractors with the work of every section of these Specifications.
- B. The Contractor shall coordinate and schedule as necessary, operations with all utility companies in or adjacent to the area of Contractor's work. The Contractor shall require said utilities to identify in the field their property and provide drawings as necessary to locate them.
- C. The Contractor shall schedule the Contractor's Work so the Contractor does not interrupt the operation of any existing facility, including, but not limited to water mains, sewers, gas, telephone, power, cable or transit. In the event certain tie-ins or other operations make it absolutely necessary to interrupt the operation of existing facilities, the Owner of such utility or facility will be notified and such work will be done at a time and in a manner acceptable to the utility/facility Owner and project Owner/Program Manager.
- D. The Contractor shall coordinate with all property owners and governing authorities impacted by the execution of work activities to prevent access or service interruptions to critical public institutions such as hospitals, nursing homes, churches, schools, police and fire services, etc. and any other businesses deemed necessary for public welfare and safety. The Contractor shall notify the Owner's Representative in a timely manner of any related coordination efforts required prior to commencing work activities possibly causing impacts. Failure to provide ample notification to the Owner's Representative will not justify claim for delays.

## **PART 2 – PRODUCTS**

(Not Used)

## **PART 3 – EXECUTION**

### **3.01 PREPARATION**

#### **A. Inspection**

1. Prior to performing any work under a section, the Contractor shall carefully investigate and confirm existing conditions that could affect the Work as well as inspect the installed work of other trades and verify all such work is complete to the point where the work under the section may properly commence.
2. The Contractor shall verify that all materials, equipment and products to be installed under a section may be installed in strict accordance with the manufacturer's recommendation and standard details.

#### **B. Discrepancies**

1. In the event of discrepancy, immediately notify the Owner's Representative.

### **3.02 REQUIREMENTS**

- A. The Contractor shall coordinate the Work with the Owner's Representative so the Contractor performance will not restrain or hinder the operation of existing water or wastewater facilities. If, at any time, any portion of the water or wastewater facilities or system is scheduled to be out of service, the Contractor must obtain prior approval from the Owner's Representative as to the date, time, and length of time such facilities are out of service.
- B. Before work is performed in close proximity of any wastewater treatment facility, the Owner's approval shall be obtained to coordinate operations for the wastewater facilities and assets,

### **3.03 PUBLIC NOTIFICATION**

- A. Public notification is critical and compliance with the public notification criteria is a prerequisite for the Work, especially when performing Work on sewers in easements which pass through private properties. Notification must be provided to all property occupiers/owners likely to be affected including residential, commercial and institutional (schools, hospitals, nursing homes, etc.). At a minimum, the following steps shall be taken:
  4. The Contractor shall print and distribute pre-approved advance notice door hangers 72 hours before conducting inspection Work. The Contractor shall distribute the door hangers to the property owners (residential, commercial and institutional) in the affected area(s). The advance notice door hangers



shall be customized by Public Outreach to suit this project and will be provided to the Contractor for printing prior to project's commencement. The Contractor must notify Public Outreach before notification to the property owners. If the Work is delayed, the Contractor must re-distribute door hangers.

5. The Contractor is responsible for utilizing the "Right of Entry" (ROE) Protocol as a guide to obtain the ROE and/or Permission form from property owners.
  - a. The Contractor is responsible for distributing pre-approved "Right-of-Entry" (ROE) forms if land disturbance will occur on the owner's property. Secured signatures from affected property owners on the ROE forms are needed prior to conducting Work activities such as CCTV and/or Cleaning.
  - b. The Contractor is responsible for distributing pre-approved Permission forms and securing signatures from affected property owners, if access is needed to an owner's property and no land disturbance will occur. The Permission form is needed prior to conducting Work such as CCTV and/or Cleaning.
  - c. The Contractor will utilize the ROE/Permission Form Cover letter to accompany both the ROE and/or Permission form.
- B. The Contractor shall keep a daily log of the distribution of the door hangers. This shall be maintained and submitted to the County and/or Program Manager upon request.
- C. The Contractor shall also utilize Cityworks to update the status of: the distribution of door hangers, and the ROE and/or Permission form needed at a particular address.
- D. The Contractor shall alert the appropriate County, Program Manager and/or personnel of their work locations on a daily basis.
- E. The Contractor will provide and place "Right-of-Way" signs in prominent locations where the Work is planned 24-hours in advance of commencing the inspection. Signs will be a minimum of 24 inches wide by 18 inches high with letters a minimum of 2 inches high. Signs will be supported at a minimum of 12 inches above grade by integral metal frames. Wording on the signs shall be similar to the following:

**CLEANING AND/OR ASSESSMENT WILL BE CONDUCTED ON "date" and "time."  
Contact "person" with "company" at "phone number" for additional information.**

**END OF SECTION**

## **SECTION 01060**

### **REGULATORY REQUIREMENTS**

#### **PART 1 – GENERAL**

##### **1.01 SECTION INCLUDES**

- A. Contractor's general responsibilities for adhering to all County, State, and Federal regulatory division's rules, regulations, and laws even when plans or specifications do not indicate permitting actions are required for the project.
- B. Permits and Responsibilities: The Contractor shall, without additional expense to the Owner, comply with any applicable Federal, State, County and municipal laws, codes and regulations, in connection with the execution of the Work.
- C. The Contractor shall take proper safety and health precautions to protect the Work, the workers, the public and the property of others.
- D. The Contractor shall also be responsible for all materials delivered and work performed until completion and acceptance of the Work, except for any completed unit of work previously accepted.
- E. Business Licenses: The Contractor shall provide the Owner, on the proper form, proof of being licensed to do business within DeKalb County; proof of proper business licenses shall also be provided by the Contractor for any and all subcontractors coming under the jurisdiction of this Contract.

##### **1.02 ROADWAY PERMITTING**

- A. Traffic control shall be in accordance with the Manual on Uniform Traffic Control Devices (MUTCD), latest edition and the specific direction of the authority having jurisdiction.
- B. The Contractor is responsible for obtaining (coordinating all applications with the Owner) all permits required by the GDOT. The Contractor is not permitted to work within the rights-of-way of any road requiring a permit from the GDOT until such time as the permit is provided and prominently displayed onsite.

##### **1.03 EPD stream buffer Permits Activities**

- A. Buffers on state waters are valuable in protecting and conserving land and water resources, therefore buffers should be protected. The buffer variance process will apply to all projects legally eligible for variances and to all state waters having vegetation wrested from the channel by normal stream flow, provided adequate erosion control measures are incorporated and all requirements in the project plans and specifications are implemented. The following activities do not require application to or approval from the EPD.
  - 1. Stream crossings for water lines or stream crossing for sewer lines occurring at an angle, as measured from the point of crossing, within 25 degrees of

perpendicular to the stream and causing a width of disturbance of not more than 50 feet within the buffer; or

2. Where drainage structures must be constructed within the twenty-five (25) foot buffer area of any state water not classified as a trout stream; or
3. Where roadway drainage structures must be constructed within the twenty-five (25) foot buffer area of any state waters or the fifty (50) foot buffer of any trout stream.

#### **1.04 ACOE Permits for MISCELLANEOUS Activities**

NOT USED.

#### **1.05 Quality Assurance**

- A. Contractor shall perform all work under this Section in accordance with all pertinent Rules and regulations including, but not necessarily limited to, those stated herein and these Specifications, the more stringent provisions shall govern.
- B. The Contractor shall allow access to ACOE, EPA, EPD and other enforcing personnel should they wish to visit the work sites. This includes assisting with transportation as may be required along easements, if necessary.

### **PART 2 - PRODUCTS**

#### **2.01 Materials**

NOT USED

### **PART 3 – EXECUTION**

#### **3.01 GENERAL**

Provide all materials and promptly take actions necessary to achieve effective compliance with regulations in accordance with Section 404 of the Clean Water Act, the enforcing agency (ACOE), other enforcing personnel and these Specifications.

#### **3.02 EPD STREAM BUFFER PERMIT CONDITIONS**

Variance applications will be reviewed by the Director only where the applicant provides reasonable evidence that impacts to the buffer have been avoided or minimized to the fullest extent practicable and only in the following cases:

- A. The project involves the construction or repair of a structure which, by its nature, must be located within the buffer. Such structures include dams, public water supply intake structures, detention/retention ponds, wastewater discharges, docks including access ways, boat launches including access ways, and stabilization of areas of public access to water; or
- B. The project will result in the restoration or enhancement to improve water quality and/or aquatic habitat quality; or

- C. Buffer intrusion is necessary to provide reasonable access to a property or properties; or
- D. The intrusion is for gravity-flow sewer lines that cannot reasonably be placed outside the buffer, and stream crossings and vegetative disturbance are minimized; or
- E. Crossing for utility lines, including but not limited to gas, liquid, power, telephone, and other pipelines, provided the number of crossings and the amount of vegetative disturbance are minimized; or
- F. Recreational foot trails and viewing areas, providing impacts to the buffer are minimal; or
- G. The project involves construction of one (1) single family home for residential use by the owner of the subject property and, at the time of adoption of this rule, there is no opportunity to develop the home under any reasonable design configuration unless a buffer variance is granted. Variances will be considered for such single family homes only if construction is initiated or local government approval is obtained prior to the effective date of this rule; or
- H. For non-trout waters, the proposed land disturbing activity within the buffer will require a permit from the United States Army Corps of Engineers under Section 404 of the federal Water Pollution Control Act Amendment of 1972, 33 U.S.C. Section 1344, and the Corps of Engineers has approved a mitigation plan to be implemented as a condition of such a permit; or
- I. For non-trout waters, a plan is provided for buffer intrusion showing, even with the proposed land disturbing activity within the buffer, the completed project will result in maintained or improved water quality downstream of the project; or
- J. For non-trout waters, the project with a proposed land disturbing activity within the buffer is located in, or upstream and within ten linear miles of, a stream segment, or,
- K. Listed as impaired under Section 303(d) of the federal Water Pollution Control Act Amendment of 1972, 33 U.S.C. Section 1313(d) and a plan is provided showing the completed project will result in maintained or improved water quality in such listed stream segment and the project has no adverse impact relative to the pollutants of concern in such stream segment; or
- L. For non-trout waters, the proposed land disturbing activity within the buffer is not eligible for a permit from the United States Army Corps of Engineers under Section 404 of the federal Water Pollution Control Act Amendment of 1972, 33 U.S.C. Section 1344, includes required mitigation in accordance with current EPD "Stream Buffer Variance Mitigation Guidance" document, and involves:
  - 2. piping, filling, or re-routing of non-jurisdictional Waters of the U.S.; or
  - 3. stream buffer impacts due to new infrastructure projects adjacent to state waters (jurisdictional and non-jurisdictional Waters of the U.S.). This criterion shall not apply to maintenance and/or modification to existing infrastructure, which are covered under 391-3-7.05(2)(a).
  - 4. If the buffer impact will be temporary, the buffer variance request shall include the following information at a minimum:
    - a. A site map including locations of all state waters, wetlands, floodplain boundaries and other natural features, as determined by field survey.

- b. A description of the shape, size, topography, slope, soils, vegetation and other physical characteristics of the property.
  - c. A dated and numbered detailed site plan showing the locations of all structures, impervious surfaces, and the boundaries of the area of soil disturbance, both inside and outside of the buffer. The exact area of the buffer to be impacted shall be accurately and clearly indicated.
  - d. A description of the project, with details of the buffer disturbance, including estimated length of time for the disturbance and justification for why the disturbance is necessary.
  - e. A calculation of the total area and length of buffer disturbance.
  - f. A letter from the issuing authority (if other than the Division and as applicable) stating it is aware of the project.
  - g. An erosion, sedimentation and pollution control plan, where applicable.
  - h. Proposed mitigation, if any, for the buffer disturbance and a restoration and re-vegetation plan, if applicable.
  - i. Any other reasonable information related to the project the Division may deem necessary to effectively evaluate the variance request. Division shall determine if this information is needed within 20 business days of receipt.
  - j. Application shall be on forms provided by the Division.
5. If the buffer impact will be permanent, the buffer variance request shall include all of the information in Sections (3)(a) thru (j) above, with the exception of (3)(h). A buffer variance request with permanent impact shall also include the following additional information:
- a. For non-trout waters, a copy of the permit application, supporting documentation, and proposed mitigation plan, if applicable, as submitted to the United States Army Corps of Engineers under Section 404 of the federal Water Pollution Control Act Amendment of 1972, 33 U.S.C. Section 1344, if applicable.
  - b. A buffer mitigation plan addressing impacts to critical buffer functions, including water quality, floodplain, watershed and ecological functions based on an evaluation of existing buffer conditions and predicted post construction buffer conditions pursuant to Section (7)(c) herein.
  - c. A plan for stormwater control once site stabilization is achieved, where applicable.
  - d. For variance requests made under Sections (2)(i) and (2)(j), the application shall include the following water quality information:
    - i. For variance requests under Section (2)(i), the application must include documentation that post-development conditions of the project will meet the four primary (water quality, downstream channel protection, overbank flood protection, and extreme flood protection) performance

- requirements in the Georgia Stormwater Management Manual or the equivalent.
- ii. If the proposed variance is in, or within 10 linear miles of and upstream of, a stream segment listed as impaired under Section 303(d) of the federal Water Pollution Control Act Amendment of 1972, 33 U.S.C. Section 1313(d), the application must include predicted pollutant loading under pre- and post-development conditions as estimated by models accepted by the Division. In addition, the applicant must document how the proposed project is in compliance with the TMDL implementation plan, if available, as required in Subsection 391-3-7-.05(5)(i).
6. Upon receipt of a completed application in accordance with Sections 391-3-7-.05(3) or 391- 3-7-.05(4), the Division shall consider the completed application and the following factors in determining whether to issue a variance:
- a. The shape, size, topography, slope, soils, vegetation and other physical characteristics of the property; and
  - b. The locations of all state waters on the property as determined from field inspection; and
  - c. The location and extent of buffer intrusion; and
  - d. Whether reasonable alternative project designs, such as the use of retaining walls, are possible which do not require buffer intrusion or which require less buffer intrusion; and
  - e. Where the buffer impact is temporary, the buffer restoration plan is low or no maintenance, and the plan provides net gain in buffer value/function (i.e. water quality, floodplain, watershed, ecological perspectives), the application will be approved unless the Director declines the application based on the exceptional existing buffer value/function; and
  - f. Whether issuance of the variance is at least as protective of natural resources and the environment, and including wildlife habitat; and
  - g. The current condition of the existing buffer, to be determined by:
    - i. The extent the existing buffer vegetation is disturbed;
    - ii. The hydrologic function of the buffer;
    - iii. Stream characteristics such as bank vegetative cover, bank stability, prior channel alteration, or sediment deposition; and
  - h. The extent the encroachment into the buffer may reasonably impair buffer functions.
    - i. The value of mitigation activities conducted pursuant to this rule, particularly Subsections 391-3-7-.05(7)(c) and 391-3-7-.05(7)(d) herein, and shall take regional differences into consideration on-site or downstream, to be determined by development techniques or other measures contributing to the maintenance or improvement of water quality, including

the use of low impact designs and integrated best management practices, and reduction in effective impervious surface area; and

7. The long-term water quality impacts of the proposed variance, as well as the construction impacts. For applications made under Subsections 391-3-7.05(2)(i) or 391-3-7.05(2)(j), the following criteria, reflecting regional differences in the state, shall be used by the Director to assist in determining whether the project seeking a variance will, when completed and with approved mitigation, result in maintained or improved water quality downstream of the project and minimal net impact to the buffer:
  - a. Division will assume the existing water quality conditions are commensurate with an undeveloped forested watershed unless the applicant provides documentation to the contrary. If the applicant chooses to provide baseline documentation, site and/or stream reach specific water quality, habitat, and/or biological data would be needed to document existing conditions. If additional data are needed to document existing conditions, the applicant may need to submit a monitoring plan and have it approved by the Division prior to collecting any monitoring data. Existing local data may be used, if available and of acceptable quality to the Division.
  - b. The results of the predicted pollutant loading under pre- and post-development conditions as estimated by models accepted by the Division indicate existing water quality conditions will be maintained or improved.
  - c. Projects for which a land disturbing activity is proposed within the buffer of a 303(d) listed stream, or upstream and within 10 linear miles of a 303(d) listed stream, the results of the model demonstrate the project has no adverse impact relative to the pollutants of concern in such stream segment.
8. Within 60 days of receipt of a complete buffer variance application, the Division will either provide written comments to the applicant or propose to issue a variance. When the Division proposes to issue a variance, it will send out a public advisory to all citizens and groups who request to receive the advisories. The applicant will then publish a notice in the legal organ of the local jurisdiction. The public advisory and public notice shall describe the proposed buffer modification, the location of the variance, where the public can go to review site plans, and where comments should be sent. The public shall have 30 days from the date of publication of the notice in the legal organ to comment on a variance proposal.
9. In all cases in which a buffer variance is issued, the following conditions shall apply:
  - a. The variance shall be the minimum reduction in buffer width necessary to provide relief. Streams shall not be piped if a buffer width reduction is sufficient to provide relief.
  - b. Disturbance of existing buffer vegetation shall be minimized.
  - c. Required mitigation shall offset the buffer encroachment and any loss of buffer functions. Where lost functions cannot be replaced,

mitigation shall provide other buffer functions that are beneficial. Buffer functions include, but are not limited to:

- i. temperature control (shading);
  - ii. streambank stabilization;
  - iii. trapping of sediments, if any;
  - iv. removal of nutrients, heavy metals, pesticides and other pollutants;
  - v. aquatic habitat and food chain;
  - vi. terrestrial habitat, food chain and migration corridor; and
  - vii. buffering of flood flows.
- d. Mitigation should be on-site when possible. Depending on site conditions, acceptable forms of mitigation may include but are not limited to:
- i. Restoration of the buffer to a naturally vegetated state;
  - ii. Bioengineering of channels to reduce bank erosion and improve habitat;
  - iii. Creation or restoration of wetlands;
  - iv. Stormwater management to better maintain the pre-development flow regime (with consideration given to downstream effects) that exceeds the requirements of applicable ordinances at the time of application;
  - v. Reduction in pollution sources, such as on-site water quality treatment or improving the level of treatment of septic systems;
  - vi. Other forms of mitigation that protects or improves water quality and/or aquatic wildlife habitat;
  - vii. An increase in buffer width elsewhere on the property;
  - viii. Mitigation required under a Clean Water Act Section 404 or Nationwide permit issued by the U.S. Army Corps of Engineers;
  - ix. Those described in the most recent publication of the Georgia Stormwater Management Manual.
- e. Forms of mitigation which are *not* acceptable include:
- i. Activities already required by the Georgia Erosion and Sedimentation Act, such as the minimal use of best management practices;
  - ii. Activities, already required by other federal, state and local laws, except as described in 391-3-7.05(7)(d) above. Corps of Engineers mitigation is acceptable.
- f. The Division will not place a condition on a variance requiring a landowner to deed property or the development rights of property to the state or to any other entity. The landowner may voluntarily



preserve property or the development rights of property as a mitigation option with the agreement of the Division.

10. If a variance issued by the Director is acceptable to the issuing authority, the variance shall be included as a condition of permitting and therefore, becomes a part of the permit for the proposed land disturbing activity project. If a stream buffer variance is not acceptable to the issuing authority, the issuing authority may issue a land disturbing permit without allowing encroachment into the buffer.
11. A general variance is provided for piping of trout streams with an average annual flow of 25 gpm or less.
12. To obtain this general variance in Section 391-3-7.05(9) for encroaching on the buffer of a trout stream, the applicant must submit information to the issuing authority or EPD if there is no issuing authority demonstrating that the average annual flow in the stream is 25 gpm or less. There are two acceptable methods for making this determination.
  - a. The USGS unit area runoff map may be used to determine the threshold acreage producing an average annual flow of 25 gpm or less.
  - b. The applicant may submit a hydrologic analysis certified by a Registered Professional Engineer or Geologist presenting information sufficient to estimate the average annual flow of each stream to be piped is 25 gpm or less with a high level of certainty.
13. Any stream piping performed in accordance with this general variance in Section 391-3-7.05(9) shall be subject to the following terms:
  - a. The total length of stream piped in any one property shall not exceed 200 feet.
  - b. Any project involving more than 200 ft. of piping will require an individual variance for the entire project. The general variance may not be applied to a portion of a project; e.g., it is not permissible to pipe 200 ft. of a stream under the general variance and seek an individual variance for an additional length of pipe.
  - c. The downstream end of the pipe shall terminate at least 25 ft. before the property boundary.
  - d. The applicant for a Land Disturbing Activity Permit shall notify the appropriate issuing authority of the precise location and extent of all streams piping as part of the land disturbing activity permit application. The issuing authority (if other than the Division) shall compile this information and convey it to the Division annually.
  - e. Where piping of a stream increases the velocity of stream flow at the downstream end of the pipe, appropriate controls shall be employed to reduce flow velocity to the predevelopment level. Plans for such controls must be submitted as part of the land disturbing activity permit.

#### **END OF SECTION**

## **SECTION 01200**

### **PROJECT MEETINGS**

#### **PART 1 – GENERAL**

##### **1.01 SECTION INCLUDES**

- A. General requirements for project meetings with the Program Manager and Owner's Representative including:
  - 1. Kickoff Meeting
  - 2. Progress meetings,
  - 3. Pre-installation meetings,
  - 4. Inspection tours.
  - 5. All other meetings determined to be necessary by the Owner or Owner's Representative.

##### **1.02 RELATED SECTIONS**

- A. Section 01010: Summary of Work
- B. Section 01300: Submittals

##### **1.03 KICKOFF MEETING**

- A. The Program Manager will schedule this meeting within 5 days of the issuance of the Notice to Proceed.
- B. The location of the meeting will be designated by the Program Manager.
- C. The following parties shall attend the meeting:
  - 1. Program Manager
  - 2. Owner/Owner's Representative
  - 3. Contractor's Superintendent and/or Responsible Representative
  - 4. Subcontractors as appropriate to the agenda
  - 5. Other agency representatives (EPD, EPA, DWM, etc.) as appropriate to the agenda
  - 6. Representatives of suppliers and manufacturers as appropriate to the agenda
  - 7. Others as requested by the Program Manager the Owner's Representative, or Contractor
- D. Suggested Agenda:  
Distribution and discussion of:
  - 1. List of major subcontractors and suppliers.

2. Projected Project Schedules. (submittal schedule, preliminary progress schedule, payment schedule)
3. Critical work sequencing. (Contract start date and completion date)
4. Major equipment submittals, deliveries and priorities.
5. Project Coordination including:
  - a. Project constraints
  - b. Critical work areas
  - c. Traffic concerns
  - d. Pedestrian/traffic safe passage
  - e. Working hours
  - f. Non-working hours.
  - g. Designation of responsible personnel.
  - h. Contractor's responsibility for Contract compliance and quality control
  - i. Project field coordination
  - j. pre, and post construction, and progress photos and documentation
6. Procedures and processing of:
  - a. Field decisions.
  - b. Proposal requests.
  - c. Submittals.
  - d. WCD/Field Orders/ NCN/Change Orders.
  - e. Applications for Payment. Lien waivers
7. Adequacy of distribution of Contract Documents.
8. Procedures for maintaining Record Documents.
9. Temporary utilities and facilities/storage and staging facilities
10. Safety and first aid procedures and responsibilities.
11. Security Procedures/responsibilities
12. Insurance and bonds
13. Close out, Substantial and Final completion

#### **1.04 Progress Meetings**

- A. Scheduling: Meetings shall be conducted at least monthly throughout the project or at other intervals directed by the Owner's Representative.
- B. Progress meetings will be held on a bi-weekly basis for at least the first 3 months.
  1. Special meetings can be called by the Owner's Representative when warranted.
    - a. Need for a Special Meeting will be determined by the Owner's Representative.

- b. Pre-installation meetings as determined necessary by the Owner's Representative
  - 2. Meeting frequency may be reduced at the request of the Owner's Representative.
- C. Location of the meetings: Department of Watershed Management, 4572 Memorial DR, Decatur, GA (30032) or other location designated by the Owner's Representative.
- D. Progress meetings shall include (as a minimum)
  - 1. Attendance:
    - a. Owner and/or Owner's Representative(s), as appropriate
    - b. Program Manager, as appropriate
    - c. Resident Project Representative
    - d. Contractor's Project Manager, Superintendent, and other representative(s) as appropriate
    - e. Subcontractors and suppliers as appropriate to the agenda
    - f. Other governing agencies as appropriate for the work being completed
    - g. Others when appropriate
  - 2. Suggested minimum agenda:
    - a. Review and approval of minutes of previous meeting
    - b. Actual vs. scheduled progress since previous meeting
    - c. Planned activities for the next two weeks
    - d. Problems with and revisions to schedule/narrative
    - e. Corrective measures and procedures to regain projected schedule
    - f. Contract and/or Record Document clarifications
    - g. Field observations, problems, and conflicts
    - h. Quality control
    - i. Actual and potential changes and their impacts
    - j. Review proposed changes for:
      - 1) Effect on Schedule and on completion date.
      - 2) Effect on other components of the Project.
    - k. Safety issues
- E. The Program Manager shall have the following specific responsibilities:
  - 1. Distribute agenda for meetings
  - 2. Distribute written notice of each meeting a minimum of seven days in advance of meeting date to all parties involved
  - 3. Make physical arrangements for meetings
  - 4. Record minutes to include significant proceedings, decisions and action items

- 5. Provide and record a sign-in sheet for all attendees
- 6. Reproduce and submit word-processed minutes
- F. Representatives of contractors, subcontractors and suppliers attending the meetings shall be qualified and authorized to act on behalf of the entity each represents.

#### **1.05 INSPECTION TOURS**

- A. Formal inspection tours shall be made of the job progress for the Owner and any other officials as the occasion warrants and as scheduled by the Program Manager.
- B. If requested by the Program Manager, the Contractor shall be prepared to show and explain work completed and in progress throughout the Project to the inspection parties.

**END OF SECTION**

## **SECTION 01300**

### **SUBMITTALS**

#### **PART 1 – GENERAL**

##### **1.01 SECTION INCLUDES**

- A. Provisions in this Section are mandatory procedures for preparing and submitting equipment data sheets, assessment reports, procedures, schedules, certifications or any other submittals to be prepared and submitted as required of the Contract Documents.
- B. Submissions shall be in orderly sequence and timed to cause no delay in the Work.
- C. Delays occasioned by requirement of submissions of any required submittal data not in accordance with Contract Documents are Contractor's responsibility, and will not be considered valid justification for extension of Contract Time.
- D. Commence no portion of work requiring submittals until submittal has been acted upon by the Program Manager.
- E. Project delays or delays in the purchasing of materials or equipment occasioned by the requirement for resubmission of submittal data initially rejected by the Program Manager and/or the Owner, or are not originally in accordance with the Contract Documents upon review by the Program Manager and/or Owner, are the Contractor's sole responsibility and will not be considered valid justification for time extensions.
- F. No portion of the Work requiring the review of submittal data shall be commenced until each such submittal has been reviewed by the Program Manager and/or Owner, and the action required on the returned submittal does not require a correction and resubmittal (i.e., "Reviewed" or "Revise and Resubmit," or similar notation); and further, each installer shall have possession of such final reviewed submittal prior to commencing its portion of the Work.
- G. At the time of submission the Contractor shall clearly delineate any deviations in the submittals from the requirements of the Contract Documents so, if the deviations are deemed acceptable, suitable action may be taken for proper adjustment. Otherwise, the Contractor will not be relieved of the responsibility for executing the work in accordance with the Control Documents.
- H. Submittals shall clearly indicate the applicable details of information being proposed. Generalized product information not clearly defining specific equipment or materials to be provided will be rejected.
- I. Certificates of compliance shall be provided, as required or requested by the County's Program Manager, for any items utilized in the work.

##### **1.02 RELATED SECTIONS**

- A. SECTION 01015 - CONTROL OF WORK

#### **PART 2 – PRODUCTS**

(Not Used)

## **PART 3 – EXECUTION**

### **3.01 SUBMITTAL REQUIREMENTS**

- A. Within 2 weeks of receiving the Notice To Proceed, the Contractor shall submit to the Owner, data relating to materials and equipment he or she proposes to furnish for the work. Such data shall be in sufficient detail to enable the Owner to identify the particular project and to form an opinion as to its conformity to the Specifications.
- B. Provide six (6) copies of submittals to the Program Manager.
- C. Submittals shall be digitally submitted in PDF format in color with all pages legible when reprinted on 8.5" x 11" paper.
- D. Each submission must be accompanied by a consecutively numbered letter of transmittal, listing the contents of the submission and identifying each item by reference to Specification Section or Drawing number. The Submittal shall contain a Submittal Identification Number.
- E. Submittals shall contain:
  - 1. The date of submission and the dates of any previous submissions.
  - 2. The Project title and the Owner's Project Number.
  - 3. Contract identification.
  - 4. Identification of the submittal/product, with the Specification Section number.
  - 5. Field dimensions clearly identified as such.
  - 6. Relation to adjacent or critical features of the work or materials.
  - 7. Applicable standards, such as ASTM or Federal Specification numbers.
  - 8. Identification of deviations from Contract Documents.
  - 9. Identification of revisions on re-submittals.
  - 10. An 8 inch by 3 inch blank space for Contractor and Program Manager stamp.
  - 11. Contractor's stamp shall be initialed or signed, certifying approval of the submittal and to the coordination of the information within the submittal with the requirements of the work and of Contract Documents.
- F. Other special requirements may be listed in the Technical Specifications and/or given to the Contractor by the Program Manager.

### **3.02 CONTRACTOR'S REVIEW**

- A. Review all submittals before forwarding to the Program Manager and stamp to indicate conformance with requirements of the Contract Documents.
- B. Determine and verify field measurements and construction, materials, catalog numbers and similar data. Coordinate each submittal with requirements of work and Contract Documents.
- C. Where work is indicated "By Others", Contractor shall indicate subcontractor responsibility for providing and coordinating such work.

- D. Contractor agrees the submittals processed by the Program Manager are not Change Orders, the purpose of submittals by Contractor is to demonstrate the Contractor understands design concept, he demonstrates his understanding by indicating materials he intends to furnish and install, and by detailing fabrication and installation methods he intends to use.
- E. Contractor represents, by submitting any submittals he has complied with provisions specified above. Submissions made without Contractor's approval indicated thereon will be returned without being reviewed for compliance with this requirement.
- F. Date each submittal and indicate name of Project, Program Manager, Contractor and Subcontractor, as applicable, description or name of submission
- G. Accompany submittal with transmittal letter containing project name, Contractor's name, number of submittals, titles and other pertinent data. Transmittal shall outline deviations, if any, in submittals from requirements of Contract Documents.

### 3.03 PROGRAM MANAGER'S REVIEW

- A. Program Manager will review submittals within 10 working days so as to cause no delay in work.
- B. Program Manager's review is only to determine conformance with design concept of project and with information in Contract Documents. Program Manager's determination regarding an individual item shall not extend to the entire assembly in which the item functions.
- C. Program Manager's review of submittals shall not relieve Contractor of responsibility for any deviation from requirements of Contract Documents unless Contractor has informed Program Manager in writing of such deviation at time of submission and Program Manager has given written acknowledgment of the specific deviation. Program Manager's review shall in no way relieve Contractor from responsibility for errors or omissions in submittals.
- D. Program Manager will return submittals to Contractor marked with appropriate comment as defined below:
  - 1. "Reviewed" indicates the drawings have been reviewed for conformance with design and no exceptions are taken. Proceed with the work.
  - 2. "Revise and Resubmit" indicates the annotations are to be confirmed in a resubmittal of the affected drawing. However, subject to prior arrangement with the Engineer, the Contractor may proceed with the work as annotated during the interim required for resubmittal.
  - 3. "Rejected" indicates drawing to be revised and resubmitted for further review prior to proceeding with the work.
  - 4. "Furnish as Corrected" indicates Contractor is to move forward with minor corrections as Indicated. A resubmittal to the Program Manager is not required before purchasing and/or proceeding. A final submittal with corrections will be submitted to the Program Manager upon completion.
- E. Program Manager will return one (1) copy in PDF format for printing and distribution by Contractor.

### 3.04 RESUBMISSION



- A. Make corrections and changes indicated for unacceptable submissions and resubmit in same manner as specified above. Resubmission for review shall be made by Contractor within 10 working days of documented receipt of returned submittals by Contractor.
- B. In resubmission transmittal direct specific attention to revisions other than corrections requested by Program Manager on previous submissions, if any.

### **3.05 DISTRIBUTION**

- A. Contractor is responsible for obtaining and distributing copies of submittals to his Subcontractors and material suppliers after as well as before final approval.

### **PART 4 – PRODUCTS**

(Not Used)

### **PART 5 – EXECUTION**

(Not Used)

**END OF SECTION**

## **SECTION 01310**

### **SCHEDULING OF WORK**

#### **PART 1 – GENERAL**

##### **1.01 SECTION INCLUDES**

- A. Describing the scheduling and progress reporting requirements of the Contract. The primary objectives of the requirements of this Section are:
  - 1. To insure adequate planning and execution of the Work by the Contractor;
  - 2. To assist the Program Manager in evaluating the progress of the Work;
  - 3. To provide for optimum coordination by Contractor of its subcontractors, and of its Work with the work or services provided by the Owner or any separate contractors; and
  - 4. To permit the timely prediction or detection of events or occurrences affecting the timely prosecution of the Work.
- B. Nothing in this Section shall be construed to usurp the Contractor's authority, responsibility, and obligation to plan and schedule the Work as Contractor deems, subject to all other requirements of the Contract Documents.

##### **1.02 DEFINITIONS**

- A. Critical Path Method (CPM): A planning and scheduling technique involving the charting of all events and operations to be encountered in completing a given process, rendered in a form permitting determination of the relative significance of each event and establishing the optimum sequence and duration of operations.
- B. Schedule of Record: The Schedule of Record will be the Official Project Schedule for this Contract. All updates and/or revisions relating to coordinating the Work, scheduling the Work, monitoring the Work, reviewing the progress payment requests, evaluating time extension requests, and all other objectives shall be made to this Schedule. No other Schedule will be recognized for this Contract.
- C. Total Float: Total float or slack time associated with one chain of activities is defined as the amount of time between earliest start date and latest start date or between earliest finish date and latest finish date for such activities, as calculated as part of the accepted Schedule Submittal.

##### **1.03 GENERAL SCHEDULING REQUIREMENTS**

- A. The Work of this Contract shall be planned, scheduled, executed, and reported using the critical path method (CPM). The Contractor shall use either Microsoft Project 2013 Professional version or later (MPP file) or Oracle Primavera P6 Version 8: Professional Project Management (MPX file) software program to develop and maintain its Schedule Submittal:
- B. The Preliminary Schedule Submittal, as defined herein, shall represent the Contractor's commitment and intended plan for the Work in compliance with the Contract completion date and interim milestone dates specified or as directed by the Program Manager. The Preliminary Schedule Submittal shall take into account all

foreseeable activities to be accomplished by any separate contractors or the Owner, and interface dates with utility companies, the Owner's operations, and others. The Preliminary Schedule Submittal shall anticipate all necessary manpower and resources to complete the Work within the dates set forth or as directed and agreed to.

- C. A Preliminary Schedule Submittal found unacceptable by the Program Manager shall be revised by the Contractor and resubmitted within five (5) working days.
- D. Once reviewed and accepted by the Program Manager, the Preliminary Schedule Submittal will become the Baseline Schedule. A copy of the Baseline Schedule should immediately be made and labeled as the Schedule of Record. The purpose of the Schedule of Record is to capture actual and current status each update period, and it can be compared against the Baseline Schedule as needed.
- E. The Contractor is responsible for determining the sequence of activities, the time estimates of the detailed design activities and the means, methods, techniques and procedures to be employed. The Schedule of Record shall represent the Contractor's best judgment of how it will execute the Work in compliance with the Contract requirements. The Contractor shall ensure the Schedule of Record is current and accurate and is properly and timely monitored, updated and revised as Project conditions and the Contract Documents require.

#### 1.04 SCHEDULE SUBMITTAL

- A. Within ten (10) work days after the Notice to Proceed, the Contractor shall submit the Preliminary Schedule Submittal according to the requirements established herein. The Schedule of Record and accompanying reports, statused through the period agreed upon by the Program Manager will be presented twenty four (24) hours ahead of at each construction meeting. to give the Program Manager time to review to review it and formulate initial comments.
- B. The Schedule of Record shall be based upon the quantities of Work presented in the Contract Document's Bidder's Unit Price Form.
- C. The Schedule of Record shall include, but not be limited to, the following information:
  - 1. Project name
  - 2. Distinct, logical and identifiable subdivisions of Work
  - 3. Activities for all aspects of the Work, with durations. Submittals and other similar activities may exceed ten (10) work days if approved by the Program Manager.
  - 4. All start dates, milestones, total float and completion dates.
  - 5. Responsibility for each activity.
  - 6. Cost loaded values for each activity for which payment is required. The cost breakdown shall have a direct correlation to the Schedule of Values to be used as the basis for Applications for Payment
  - 7. Labor resources
  - 8. Confirm the Work is to be performed on single shift and 5 day per work week basis. This period is further defined as Monday through Friday from 8:00am-5:00pm or other hours as directed by the Owner or Program Manager to

- adhere to the requirements of the Work as described in specification Section 01030.
9. Shall consider all foreseeable factors or risks affecting, or may affect, performance of the Work including: historical and predicted weather conditions, applicable laws, regulations or collective bargaining agreements pertaining to labor, transportation, traffic, air quality, noise, and any other applicable regulatory requirements.
  10. A tabular report listing all predecessor and successor activities for each activity.
  11. A legible time scaled network diagram.
  12. A listing of the project calendar, indicating the anticipated days of work performance and non-work (Contractor/County holidays) that extends through end of contract period.
  13. Contractor shall submit three (3) 11" x 17" colored copies and one (1) electronic copy of all Construction Schedules. Contractor shall submit three (3) copies of all bar charts, reports and/or other required data.
  14. A digital submittal, in a form and format acceptable to the Program Manager, is a requirement of the Schedule Submittal. This electronic media should include a copy of all bar charts, schedule reports and narrative in pdf format and the Schedule of Record statused through the current period in MPP or MPX format.
- D. Activities and milestones to appear on the Schedule Submittal shall include, but not be limited to, Work Progress Meetings, Submittals, Pre installation meetings, Owner/Program Manager reviews impacting the Work, preconstruction documentation, Site work and restoration, demolition, excavation, pipe laying, other pipe installation related activities, structure installation, paving, major material fabrication and delivery, shop drawings submittals, progress meetings, equipment delivery and installation, coordination requirements, inspections, dates of Substantial and Final Completion, testing and instruction, and any other activities required by the Program Manager. In lieu of including submittals in the Schedule of Record, a separate Submittal Schedule may be prepared and maintained. For each major material submittal, a string of four (4) activities should be incorporated to reflect: preparation of the submittal, review by Program Manager (based on ten (10) work days), procurement and delivery. The delivery of said material is to occur prior to its scheduled installation.
- E. The Program Manager shall have the right to require the Contractor to modify any portion of the Contractor's Schedule of Record or Recovery Schedule, as herein required, (including cost loading) with the Contractor bearing the expense thereof, which the Program Manager reasonably determines to be:
1. Impractical or unreasonable;
  2. Based upon erroneous assumptions, calculations, or estimates;
  3. Not in compliance with other provisions of the Contract Documents;
  4. Required to ensure proper coordination by the Contractor of the Work of its subcontractors and with the work or services being provided by any separate contractors;

5. Necessary to avoid undue interference with the Owner's operations
6. Necessary to ensure completion of the Work by the milestone and completion dates set forth in the Contract Documents;
7. Required for the Contractor to comply with the requirements of this Section or any other requirements of the Contract Documents; or
8. Not in accordance with the Contractor's actual operations.

#### **1.05 UPDATING OF DESIGN SCHEDULE/PROGRESS REPORTS**

- A. The Program Manager shall review the Contractor's report of actual progress at each Progress Meeting. At a minimum, this report should be submitted 24 hours in advance of the Progress Meeting to allow the Program Manager to review it and formulate initial comments. Prepared by the Contractor, the progress reports shall set forth up-to date and accurate progress. Said reports shall be prepared by the Contractor in consultation with all principal subcontractors.
- B. The Schedule Report of the Contractor shall show the activities, or portions of activities, completed during the reporting period, the actual start and finish dates for these activities, remaining duration and estimated completion dates for both activities currently in progress and those expected to begin within the next two weeks. This shall be provided in both hard copy and electronic format.
- C. At the Progress Meeting a total review of the Project will take place including but not limited to, the following:
  1. Current update of the Schedule of Record
  2. Anticipated detailed design activities for the subsequent report period plus a two week look ahead.
  3. Critical items pending
  4. Contractor requested changes to the Schedule of Record accompanied by a detailed narrative.
- D. The Contractor shall submit a detailed narrative with the progress report including, but not be limited to, a narrative describing actual Work accomplished during the reporting period, a description of problem areas, current and anticipated delaying factors and their impact, explanations of corrective actions taken or planned, any proposed newly planned activities or changes in sequence, and proposed logic for a Recovery Schedule as further described herein.
- E. No invoice for payment shall be submitted and no payment whatsoever will be made to the Contractor until the Schedule of Record, and narrative reports as defined herein, are updated and provided, in both hard copy and electronic format, to the Program Manager for review and approval.

#### **1.06 SCHEDULE REVISIONS**

- A. Should the Contractor desire to or be otherwise required under the Contract Documents to make modifications or changes in its method of operation, its sequence of Work or the duration of the activities in the Schedule of Record, it shall do so in accordance with the requirements of this Paragraph and the Contract

Documents. The approved Schedule of Record may only be revised by written approval of the Program Manager as provided herein.

- B. The Contractor shall submit requests for revisions to the Schedule of Record to the Program Manager using the Schedule Revision Form provide by the Program Manager. The Contractor shall identify revisions and descriptions of logic for rescheduling work and substantiate the milestone and completion dates will be met as listed in the Contract Documents. Proposed revisions acceptable to the Program Manager will be approved in writing and incorporated into the Schedule of Record.
- C. Requests for revision will be accompanied by evidence acceptable to the Program Manager stating the Contractor's subcontractors agree with the proposed revisions.
- D. The impact of all change orders to this Contract shall be included in the project schedule. When Work is associated with a Change Order, incorporate adjustments to the schedule. The adjustments shall be resource-loaded with material unit quantities and the corresponding cost accounts, resources account codes, activity description, accepted costs and time adjustments. The activity ID number shall identify the number of the Change Order.

#### 1.07 RECOVERY SCHEDULE

- A. Should the updated Schedule of Record, at any time during the Contractor's performance, show, in the sole opinion of the Program Manager, the Contractor is behind schedule for any milestone or completion date for any location or category of work, the Contractor, at the request of the Program Manager, shall prepare a Schedule Revision for the purpose of displaying recovery. The revision shall identify how the Contractor intends to reschedule its Work in order to regain compliance with the Schedule of Record within fourteen (14) calendar days, and shall be provided to the Program Manager in both hard copy and electronic format
- B. Within ten (10) work days, the Contractor shall prepare and submit to the Program Manager, in both hard copy and electronic format, a Recovery Schedule, incorporating the best available information from subcontractors and others permitting a return to the Schedule of Record at the earliest possible time. The Contractor shall prepare a Recovery Schedule to the same level of detail as the Schedule of Record. The Recovery Schedule shall be prepared in coordination with other separate contractors on the Project.
- C. Within two (2) work days after submission of the Recovery Schedule to the Program Manager, the Contractor shall participate in a conference with the Program Manager to review and evaluate the Recovery Schedule. Within two (2) work days of the conference, the Contractor shall submit the revisions necessitated by the review for the Program Manager's review and acceptance. The Contractor shall use the accepted Recovery Schedule as its plan for returning to the Schedule of Record.
- D. The Contractor shall confer continuously with the Program Manager to assess the effectiveness of the Recovery Schedule. As a result of these conferences, the Program Manager will direct the Contractor as follows:
  - 1. If the Program Manager determines the Contractor continues behind schedule, the Program Manager will direct the Contractor to prepare a Schedule Revision and comply with all the requirements of a Schedule Revision as stated herein and the other requirements of the Contract Documents; provided, however, nothing herein shall limit in any way the

rights and remedies of the Owner and Program Manager as provided elsewhere in the Contract Documents; or

2. If the Program Manager determines the Contractor has successfully complied with provisions of the Recovery Schedule, the Program Manager will direct the Contractor to return to the use of the approved Schedule of Record.

#### **1.08 TOTAL FLOAT TIME**

- A. Total float or slack time shown on the currently approved Schedule of Record is not for exclusive use or benefit of either the Program Manager or the Contractor and is available for use by either of them according to whichever first needs the benefit of the total float to facilitate the effective use of available resources and to minimize the impact of Project problems, delays, impact, acceleration or changes in the Work arising during performance. The Contractor specifically agrees total float time may be used by the Program Manager in conjunction with their review activities or to resolve Project problems. The Contractor agrees there will be no basis for any modification of the milestone or completion dates or an extension of the Contract Time, or a claim for additional compensation as a result of any Project problem, delay, impact, acceleration, or change order only resulting in the loss of available total float on the currently approved Schedule of Record •
- B. Total float time shown on the Schedule of Record shall not be used arbitrarily by the Contractor in a manner, in the opinion of the Program Manager, unnecessarily delays separate contractors from proceeding with their work in a way detrimental to the interests of the Owner.

**END OF SECTION**

## SECTION 01535

### STREAM CROSSING INSPECTION

#### PART 1 GENERAL

##### 1.01 WORK THIS SECTION

- A. The purpose of the sanitary sewer stream crossing inspections is to provide external, visual inspection to identify existing structural damage and conditions that may cause damage to sewers, pier supports, and manholes within these locations. The work includes the external visual inspection of sewers crossing waterways and external and internal inspections (no manned entry) of associated manholes for sewers crossing waterways located throughout DeKalb County as assigned by the Program Manager.

##### 1.02 REFERENCES

- A. Codes, Specifications, and Standards
- B. Section 01041 – Project Coordination
- C. Section 01200 – Project Meetings
- D. Section 01320 – Progress Reports & Videos

##### 1.03 DEFINITIONS

- A. **Aerial Creek Crossing:** Sanitary sewer gravity main or force main that crosses a creek and is suspended from stream bank to stream bank, by design. This includes pipes suspended under bridges, and pipes inside storm water culverts, and pipes installed above grade to cross wetlands or similar low-lying areas.
- B. **Buried Creek Crossing:** Sanitary sewer gravity main or force main that is buried underground, by design, and crossing underneath or closely adjacent to a creek.
- C. **Pipe Casing:** An outer pipe, usually made of steel, which is designed to protect an inner pipe.
- D. **Pipe Supports:** Vertical or horizontal, includes piers, harnesses, and anchor collars (a clamp around the pipe)
- E. **Asset Identification (ID):** Manhole IDs and pipe IDs (unique ID comprised of upstream manhole ID to downstream manhole IDs) are used to reference specific assets. These IDs are maintained in GIS.
- F. **Stream Bank Encroachment:** The condition that occurs when a stream bank erodes to the point where it exposes, or threatens to expose, assets that were designed and constructed to be in-ground rather than exposed.

##### 1.04 SUBMITTALS

- A. References: Contact names and telephone numbers
- B. List of staff and equipment, equipment identification numbers to be used on this Project



- C. Supervisor and field crew leader qualifications including certifications of required experience and training
- D. Supervisor and field crew leader's contact information including name and mobile telephone numbers
- E. Contractor's Safety Plan
- F. 14 day look ahead schedule weekly based on Program Manager's work priority schedule
- G. Include the following with each weekly submittal:
  - 1. Inspection media (videos and photographs)
  - 2. Quality controlled Inspection database
  - 3. Inspection reports (PDF – Digital format)
- H. Quality control plan

## **1.05 RESPONSIBILITY FOR OVERFLOWS/SPILLS AND DAMAGE TO PROPERTY AND UTILITY**

- A. Reference Specification Section 01030 – Special Project Procedures.

## **PART 2 – PRODUCTS/EQUIPMENT**

### **2.01 GENERAL**

- A. The Contractor shall provide all labor, material, supplies, equipment, transportation, traffic control, etc., necessary to complete the stream encroachment condition assessments and associated submittals. All data acquired by the Contractor will be uploaded to the County's Computerized Maintenance Management System (City Works) while in the field through an internet interface with the CMMS. The Contractor shall provide a tablet or laptop with internet connection for each crew performing the Work. (Web-based mapping tool with drop down menus for data entry into a work order)
- B. The Contractor's assessment staff will be required to attend a County provided work shop on use of the CMMS system and Ranking criteria for scoring the various criteria.

## **PART 3 – EXECUTION**

### **3.01 GENERAL**

- A. **Data Collection and Assessment Criteria**
  - 1. The following information shall be provided and shall be updated as necessary:
    - a. Crossing Name, Physical location, street address
    - b. Pipe identification numbers (Asset ID's) and Manhole ID's (upstream and downstream)
    - c. Pipe crossing type and pipe type
    - d. Pipe diameter, material of construction, shape
    - e. Pipe in casing, material of casing, and diameter

2. The following information shall be collected for each stream crossing:
  - a. Easement accessibility
  - b. Manhole condition
  - c. Structural pipe condition (external)
  - d. Pipe supports (horizontal and vertical), piers, and collar/harness condition
  - e. Debris accumulation
  - f. Stream bank condition and erosion
  - g. Photographs (representative) of current conditions

**B. Sanitary Sewer Parameters and Ranking Criteria**

1. Each sewer stream crossing shall be assessed according to the parameters and ranking criteria provided:
  - a. **Easement Access** (Score 1 to 3):  
Score
    - 1) Good: Clear, accessible access
    - 2) Fair: Moderate vegetation or minor slope
    - 3) Poor: Difficult access due to heavy vegetation or steep slope; requires clearing
  - b. **Exterior Manhole Condition** (Score 1-4; Downstream and Upstream Manholes):  
Score
    - 1) Good: No signs of deterioration, manhole in good condition
    - 2) Fair: Manhole in fair condition (cracks)
    - 3) Poor: Manhole in poor condition (deteriorating)
    - 4) Severe: Manhole in severe condition, deteriorating, needs immediate attention
  - c. **Interior Manhole Condition** (Score 1-4 – General Observation; Downstream and Upstream Manholes):  
Score
    - 1) Good: No signs of deterioration, manhole in good condition
    - 2) Fair: Manhole in fair condition (cracks)
    - 3) Poor: Manhole in poor condition (deteriorating, liner bulging, infiltration)
    - 4) Severe: Manhole in severe condition, (deteriorating, liner peeling, needs immediate attention)
  - d. **Exterior Structural Pipe Condition** (Score 1-4 if no casing and pipe condition is visible)  
Score
    - 1) Good: No pipe defects, no signs of deterioration or corrosion, pipe joints with no gaps, no pipe sagging

- 2) Fair: Minor pipe defects, not compromising the integrity of the pipe
- 3) Poor: Defects noticeable, deteriorating, evidence of corrosion potentially compromising pipe integrity, pipe sagging, pipe shifted
- 4) Severe: Severe pipe defects, needs immediate attention, severe corrosion, pipe integrity compromised, pipe joint gaps visible, pipe sagging, line cave-in
- NI) Not Inspected: buried pipe or pipe enclosed in casing
- e. **Pipe Casing (Score 1-4 if pipe in casing and casing visible):**  
Score
  - 1) Good: No defects, no signs of deterioration or corrosion, no sagging
  - 2) Fair: minor defects, dents
  - 3) Poor: Defects noticeable, deteriorating, evidence of corrosion
  - 4) Severe: Severe defects, needs immediate attention, severe corrosion
  - NA) Not Applicable: Pipe not enclosed in casing
  - NI) Not Inspected: Pipe enclosed in casing but casing not visible
- f. **Debris Accumulation (Score 1-4; Along exterior aerial pipe crossing):**  
Score
  - 1) Not applicable: Buried pipe
  - 2) None: No debris
  - 3) Medium: Debris present on pipe crossing and quantity is 2 foot (vertical) or less
  - 4) Heavy: Heavy accumulation of debris on sewer main, tree limbs, debris greater than 2 feet (vertical), log jam
- g. **Pipe Support/Pier Condition (Score 1-4 for each support/pier):**  
Score
  - 1) Not applicable
  - 2) Good: No signs of deterioration, good condition, structure stable, harness or anchor collar in good condition
  - 3) Fair: Signs of deterioration, fair condition
  - 4) Poor to Severe: Structure unstable, needs immediate attention, asset structure at risk of failing, washing out underneath support, support not functioning, harness not connected
- h. **Stream Bank Condition (Score 1-4 for each upstream and downstream bank):**  
Score
  - 1) Not applicable
  - 2) Good: No signs of erosion, stable
  - 3) Fair: Moderate erosion

- 4) Poor to Severe: Erosion occurring in multiple areas along bank, unstable conditions, needs immediate attention, impacting pipe stability

**C. Inspection Procedures: The procedures for inspecting each stream crossing shall include, but not be limited to, the following:**

**1. General Requirements:**

- a. The Contractor shall comply with the Standard Specification for the Project.
- b. In accordance with the requirements of Security and Safety Specifications, when working in roadways, the contractor shall secure applicable City, County, and GDOT permits and conform to their requirements.
- c. The Contractor shall not enter water to inspect stream crossing.
- d. The Contractor is required to obtain Rights-To-Enter for all private property accessed.

**2. Urgent Conditions:**

- a. Immediately report any condition requiring urgent attention to the DWM Project Manager. Urgent conditions include, but are not limited to leaking pipes or manholes, evidence of sanitary sewer overflows, and conditions that have the potential to result in eminent failure of the sanitary sewer.
- b. Active leaks or sanitary sewer overflows and evidence of past leaks or sanitary sewer overflows shall also be reported immediately to the County Dispatch Center at (770) 270-6243.
- c. For all urgent conditions observed, the Contractor shall remain onsite until County personnel arrive unless directed otherwise by the Project Manager.

**3. Inspect the Structural Integrity of the Pipe Crossing:**

- a. Record the structural condition of the pipe and pipe joints from creek bank. Do not enter the water. Observe the pipe with binoculars and document with zoom camera. Document any sagging or other defects in pipe. Observe and note condition of harnesses and supports to the pipe across the stream.
- b. Observe and record any stream bank encroachment toward sewer mains.
- c. Document tree and other debris on sewer main
- d. Inspect stream easements, buffer zones, roads, stream flows, direction, and erosion.

**4. Inspect Sanitary Sewer Manholes:**

- a. Contractor shall not enter manholes at any time.
- b. Record the structural condition of the manhole exterior to include missing/damaged cover.
- c. Record the general condition of the manhole interior.

**5. Document Conditions:**

- a. Record conditions per criteria defined in Section 1.
- b. Provide general observation notes as applicable
- c. Digital Photographs (JPEG Format at 1024x768 resolution). All photos shall have location coordinates and date embedded in the file:
  - 1) Collect a digital photograph of the interior and exterior of each manhole assigned. The exterior photograph shall be taken at a distance sufficient to capture adjacent permanent structures. The interior photograph shall be of sufficient detail to record the condition observed.
  - 2) Collect a digital photograph of each pipe crossing.
  - 3) Collect additional digital photograph(s) in sufficient detail to record the observed condition for each of the following:
    - a) Easement access with assessment score equal to 3;
    - b) Debris accumulation scoring  $\geq 3$ ;
    - c) Pipe crossing and/or casings scoring  $\geq 2$ ;
    - d) Pipe supports/piers scoring  $\geq 3$ ;
    - e) Stream bank conditions scoring  $\geq 3$ ;
- d. Provide comments describing specific conditions for each of the following:
  - 1) Exterior and interior manhole parameters with a score  $\geq 2$ ;
  - 2) Debris accumulation score  $\geq 3$ ;
  - 3) Pipe crossing and/or casings scoring  $\geq 2$ ;
  - 4) Pipe supports/piers scoring  $\geq 3$ ;
  - 5) Stream bank conditions scoring  $\geq 3$ .

### 3.02 DELIVERABLES

- A. The final deliverables to be provided quarterly and shall include the following:
  - 1. Conditions for each stream crossing as documented per criteria defined in Section 1 compiled into a Microsoft Excel spreadsheet or Microsoft Access database.
  - 2. Digital photograph files named in accordance with the file naming convention below:
    - a. [Manhole ID if manhole photo, Pipe ID for all others]\_[I=Interior, O=Outside]\_[Parameter: M=Manhole, P=Pipe or casing, D=Debris, S=Pipe Support/Pier, E=Easement, B=Stream Bank]\_[Sequential Number].jpg
    - b. Example Name: 18-058-s003\_\_18-058-s001\_I\_P\_1.jpg
  - 3. Inspection Report summarizing findings including, but not limited to, presentation of the total number of inspections completed and charting of assessment data by assessment parameter and conditions score.

### 3.03 PUBLIC NOTIFICATION

- A. The Contractor is responsible for distributing pre-approved “Right-of-Entry” (ROE) forms and securing signatures from affected property owners on the ROE forms prior to accessing and/or conducting assessments on private property.
- B. The Contractor shall alert the appropriate County and Program Manager personnel of their work locations on a daily basis.

### **3.04 QUALITY CONTROL PROCEDURES**

- A. Data Quality Control Procedure:
  - 1. The Program Manager will periodically request the Contractor to review the QC results with the Program Manager.
  - 2. The data submissions shall undergo random review checks for Quality when uploaded to the CMMS. Should accuracy or qualitative levels fall below those deemed acceptable to the Program Manager, the data submittal will be refused and no payment will be released. Contractor will be required to correct or re-do inspections until the Program Manager is satisfied with the work.

### **3.05 BOLTED COVERS**

- A. For all bolt-down style manhole covers, upon completion of the assessment, all bolts that were removed must be put back in place using sealing gaskets as necessary.

**END OF SECTION**

## **SECTION 01540**

### **SECURITY AND SAFETY**

#### **PART 1 – GENERAL**

##### **1.01 SECTION INCLUDES**

This section includes procedures and guidelines for ensuring the safety and security of Owner's job sites and Department of Watershed Management (DWM) facilities. The Contractor shall obtain the latest official copies of these requirements from the Owner's Representative.

##### **1.02 RELATED SECTIONS**

This Section applies to the work of every division and every section of these Specifications.

##### **1.03 REFERENCES**

- A. Occupational Safety and Health Standards issued by the Secretary of Labor pursuant to the Williams-Steiger Occupational Safety and Health Act of 1970 and as amended.
- B. American National Standards Institute (ANSI Z117.1-20030) for New Construction – Confined Space.
- C. Manual of Uniform Traffic Control Devices for Streets and Highways latest edition and as amended.

##### **1.04 DEFINITIONS**

- A. Owner's Representative: The Owner's representative authorized to make decisions regarding the contract.
- B. Project Safety Coordinator: a representative on behalf of the Contractor who is responsible for the safety of the Contractor's and Program Manager's employees, the Owner's personnel and all other personnel at the site of the work caused by their operations.
- C. Competent Person: A representative on behalf of the Contractor who is able to identify existing and predictable hazards in the workplace as unsanitary, hazardous, or dangerous to employees, and who has the authority to take prompt corrective measures to eliminate them.

##### **1.05 SUBMITTALS**

- A. The Contractor shall provide the Program Manager and Owner's Representative with a list of 24-hour emergency phone numbers and names including the chain of command.
- B. The Contractor shall maintain a current Employee Log of employees performing work on-site, as well as a Visitor Log, with both available to the County upon request. This log shall be immediately available to the Program Manager and Owner's Representative upon request and submitted as necessary throughout the course of

the project. An example of the Employee Log and Visitor's Log can be found in Attachment C and Attachment D of this Specification Section.

- C. Prior to the performance of any work, the Contractor will prepare and submit a Safety/Health and Security Plan to include, but is not limited to, the following minimum requirements:
1. Basic pre-employment background checks for criminal convictions, veracity of previous employment and education statements, driving record and financial responsibility as applicable to the position.
  2. Security Education and Awareness training applicable to the job.
  3. Standard operating procedures (SOPs) for safeguarding County equipment, supplies and property.
  4. Certification requested under the SAFETY Act, Homeland Security Act of 2002, if applicable. Provide date and result as requested.
  5. Established process for identification of employees and emergency notification procedures.
  6. If applicable, procedures for obtaining entry permits and badges. Procedures for returning badges upon termination of employment
  7. Anti-terrorism training provided to employees including the state of national alert with appropriate procedures.
  8. Emergency evacuation procedures including accounting for employees at a safe haven.
  9. Procedures for reporting post contract criminal convictions and traffic accidents to the Contract Officer or DWM project manager.
  10. SOPs for protecting employees when performing required duties off-site including training for reporting accidents, calling for immediate assistance, job reporting procedures and personal duress codes or alarms.
  11. Contact information for the person(s) responsible for implementation and enforcement of Safety/Health and Security rules and regulations for this contract.
  12. Safe work procedures for the activities within the Contractor's scope of work. New employee orientation program which addresses job and site specific
  13. rules, regulations and hazards.
  14. The Contractor's Drug Free Work Place Policy including substance abuse prevention and testing program.
  15. Provisions to protect all of the Contractor's employees, other persons and organizations that may be affected by the work from injury, damage or loss.
  16. Demonstrated compliance with Safety Audit Evaluations, Safety Inspections, current Federal/OSHA Safety/Health and Security Plan, facility safety program (when applicable), and locally accepted safety codes, regulations and practices.
  17. A site-specific emergency and evacuation plan.
  18. Hazard Communication/Right to Know Program



19. Security procedures for the Contractors work, tools, and equipment.
  20. Capability of providing the Program Manager with documentation to show compliance with their plan, plus accidents and investigation reports.
  21. Fire Prevention Measures
  22. Safety in Wastewater Works, to include training employees on the biological, chemical, and atmospheric hazards associated with working in sewer systems, Common hazards include hydrogen sulfide, low oxygen, methane gas, and biologicals
  23. Confined Space Sewer System Entry, including "Permit Required"
  24. Measures to comply with all State and County regulations relative to closing or restricting the use of public streets, roads, or highways. Traffic control procedures, devices and the use of flaggers shall meet all requirements of the applicable current rules and regulations for traffic control.
  25. Any other contract specific requirements.
- D. Provide a Job Safety Analysis (JSA) for the scope of work, prior to the start of work.
- E. The Contractor shall provide the Owner Representative with all safety reports, training records, competent person list, and accident reports prepared in compliance with Federal/OSHA and the Project Safety/Health and Security Plan as requested.

#### **1.06 DELIVERY, STORAGE AND HANDLING**

The Contractor is solely responsible for the security of any offices or any temporary staging areas utilized by the Contractor. The Contractor is also responsible for the security and protection of his personnel, materials, tools, vehicles and equipment on-site at all of the various work locations throughout the County.

#### **1.07 PERSONNEL**

- A. All personnel working on a DWM project site must wear a visible County issued ID badge authorizing the person to be on the project site. All personnel must obtain and display an identification badge, issued by DWM's safety representative before reporting to work on any DWM CIP project site. Contractors and Subcontractors working on DWM projects, sites, and facilities must have their assigned badge on their person at all times. All Contractors and Subcontractors personnel without a current badge will not be allowed to continue to work at a DWM project, site or facility. Attachment A of this Specification Section describes the badging procedures required to obtain badge.
- B. The Contractor shall have a Project Safety Coordinator who shall be identified on the employee log to be submitted.
- C. The Project Safety Coordinator shall ensure compliance with all applicable health and safety requirements of all governing legislation.
1. The Project Safety Coordinator should have OSHA 30-Hour training as a minimum.

2. The Project Safety Coordinator should have the authority to resolve safety related issues on the jobsite.
  3. The Project Safety Coordinator should make regular site inspections as commensurate with the size and scope of the Project.
- D. Contractor shall have a "Competent Person" on site at all times when excavation, scaffolding, confined space and open trench operations are being performed.
- E. Contractor shall have at least one currently certified person in First Aid and CPR on-site at all times.
- F. Contractor shall provide suitable first aid provisions and medical supplies necessary to administer emergency first aid treatment. The Contractor shall have standing arrangements for the removal and hospital treatment of an injured person. All first aid facilities and emergency ambulance service shall be made available by the Contractor to the Owner and the Program Manager's personnel.
- G. Should the Contractor dismiss employees who have been given access to the DWM facilities while the contract is in force, the Contractor will advise the DWM safety representative.
- H. The Owner may request the Contractor to immediately remove from the premises and/or dismiss any employee found unfit to perform duties due to one or more of the following reasons:
1. Neglect of duty, absenteeism, security or safety problems and sleeping on the job.
  2. Disorderly conduct, use of abusive or offensive language, quarreling, intimidation by words, actions or fighting.
  3. Theft, vandalism, immoral conduct or any other criminal action.
  4. Selling, consuming, possessing, or being under the influence of intoxicants, alcohol or illegal substances, which produce similar effects while on duty.
  5. Involved in a vehicle accident while on the Owner's property or driving the Owner's equipment. No employee, Contractor, or Subcontractor will be extended privileges to drive the Owner's equipment on the Owner's property if driving privileges have been withdrawn by the person's State of residence.
- I. Contractor's and Subcontractor's vendors or their transient onsite visitors, which are not fulltime employees of the site, shall be escorted while onsite as a visitor by a DWM badged Contractor. Contractor shall maintain a daily sign-in sheet record of their daily workers under its supervision which includes Subcontractor's vendors or their transient onsite visitors.
- J. All employees shall be required to wear at all times in an observable location, above the waist, on outer clothing, an appropriate photo ID badge to be furnished by the Contractor and approved by the Owner. The ID badge shall identify the employee and employer.
- K. No one under age sixteen is permitted at work sites after normal working hours. Contractor's employees are allowed on work sites only during the specified hours and only when working on this contract. No Contractor employee will be allowed on sites when not specifically working on this contract's predetermined times and dates.

- L. All employees and agents of the Contractor must read the Project Site Rules statement and sign a log acknowledging understanding of project site rules provided in Attachment E of this Specification Section.
- M. The Contractor is solely responsible for the security and protection of their personnel.

#### **1.08 RESPONSIBILITY**

- A. Contractor must cooperate with Owner on all security matters and must promptly comply with any project security arrangements established by the Owner's Representative or Program Manager.
- B. It is the Contractor's obligations to comply with all applicable governmental requirements and regulations and to undertake necessary actions to establish and maintain secure conditions at any jobsite.
- C. The Contractor and his Subcontractors are wholly responsible for the security of their employees, work areas, and for all their material, equipment and tools at all times.
- D. The Contractor shall comply with the site security program at all times on Owner's facilities.
- E. The Contractor shall maintain the security program throughout the Contract duration.
- F. The Contractor shall restrict entry of unauthorized personnel and employees and vehicles onto the Project site.
- G. The Contractor shall only allow entry to authorized persons with proper Owner-approved identification. All Contractor and Subcontractor employees will be required to have personnel working at these facilities photographed for an Owner-provided identification (ID) badge before they start work.
- H. The Contractor will be held responsible for all damage to the work and any negligence resulting in injuries due to his failure of erecting and maintaining adequate barricades, signs, fences, lights and safety provisions as required. Whenever evidence is found of such damage, the Contractor shall immediately remove the damaged portion and replace it at the Contractor's expense.
- I. The Contractor's responsibility for the maintenance of barricades, signs, fences, lights, and safety provisions as required, shall not cease until the Owner's Representative has accepted, in writing, the Project.
- J. The Contractor shall not allow cameras on site or photographs to be taken, except those required to perform the Work in accordance with the Contract Documents or otherwise approved by Owner's Representative.
- K. It is not the Owner's Representative's responsibility to verify the Contractor's safety plan for the adequacy and compliance of the plan.
- L. The Contractor shall be fully responsible for the safety and health of the employees, its Subcontractors, and lower tier contractors during the performance of its work.
- M. The Contractor shall be responsible for the safety of the Contractor's and Program Manager's employees, the Owner's personnel, and all other personnel at the work site caused by their operations.

- N. It is the responsibility of the Contractor to ensure all articles of possible personal or monetary value found by the Contractor's employees are turned into the Owner's Representative.
- O. The Contractor shall be responsible for maintaining satisfactory standards of employees' competency, conduct, courtesy, appearance, honesty and integrity, and shall be responsible for taking such disciplinary action with respect to any employee, as may be necessary.
- P. The Contractor is solely responsible for the security of any offices or any temporary staging areas utilized by the Contractor. The Contractor is also responsible for the security of his materials, tools, vehicles and equipment on-site at all of the various work locations throughout the County.

### **1.09 SAFETY**

The Owner's Representative has the right to refuse access to the site or request a person, equipment, or vehicle be removed from the site if found violating any of the safety, security, project conduct rules, laws, and ordinances as outlined.

## **PART 2 – PRODUCTS**

(Not Used)

## **PART 3 – EXECUTION**

### **3.01 PREPARATION**

- A. All Contractors/Subcontractors will be required to have personnel working at these facilities photographed for identification (ID) badges before they start work.
- B. The Contractor shall require all employees performing activities on site to sign Attachment E Acknowledgment of DeKalb County Project Site Rules" included at the end of this Specification Section. All Contractor employees, Subcontractor employees and lower tier Contractor employees will attend a new employee orientation session. Signature of the project site rules form by the employee certifies the orientation training has been received.
- C. Review of the Contractor's Safety Plan by the Owner's Representative shall not impose any duty or responsibility upon the Owner for the Contractor's performance of the work in a safe manner.

### **3.02 INSTALLATION**

The Contractor shall furnish and erect such barricades, fences, lights, and safety provisions for the protection of persons or property and of the work as necessary.

**END OF SECTION**

## **Attachment A- Badging**

### **DeKalb County Badging Procedures**

Every person working on a new DeKalb County Watershed Management (DWM), CIP construction site must wear a County issued ID badge authorizing the person to be on the project site. This new standard applies to all Contractors and Subcontractors. All workers must obtain and display an identification badge issued by the DWM's safety representative before reporting to work on any new CIP project. The ID badge will play a key role in DWM's security efforts on project sites. Therefore, individuals should wear the assigned badge at all times. All workers shall display the badge on the outer layer garment of clothing between the belt and shoulder. All persons working on a CIP project must wear badges in a manner which is easily displayed.

### **Prior to Badging:**

#### **Training Requirements**

- All Contractor and Subcontractor employees are required to attend safety training prior to receiving a badge
- Minimum training duration is 2 hours
- The Contractor and Subcontractor are responsible for conducting and/or arrangement of their employees training
- OSHA 10 hour or OSHA 30 hour or project site specific safety training along with the Contractor receiving and acknowledging a copy of Attachment E DeKalb County Project Site Rules will be in compliance with the training requirements to receive a badge and start work on the DWM construction project(s), site or facility.
- Whereas the OSHA 10 hour and 30 hour training does not expire, actual date of training must be less than 12 months prior to the start of work on the DWM construction project(s) to qualify as "current". In the case where the OSHA 10 hour and 30 hour date of training is more than 12 months prior to the start of the work on the DWM construction project(s), project site specific safety verification of training is required. Contractor's training should include general construction safety and the specific safety concerns/hazards employees may encounter at the DWM construction site. Refer to Attachment B for suggested project site safety topics.
- DWM safety representative shall review a copy of the Contractor's project site specific safety training topics outline prior to the Contractor's employees being approved for badging. If training is to be received online, include training web site information in the submitted safety training topics outline.
- Contractor and Subcontractor employees are required to read, understand, and agree to abide by Attachment E DeKalb County Project Site Rules.
- Employees should have adequate knowledge of all company safety rules and applicable OSHA standards
- Personal instruction, safety videos, and on-line training are permissible
- Upon completion, employees should have a basic knowledge of safety, know the company's views about safety, know safety concerns specific to DWM's construction projects, and know what PPE to use on the jobsite.

## **Badging:**

### **Verification of Training**

- Contractors will need to document their employees training using a Verification of Training Document (VOTD). This training verification form is included as Attachment F at the end of this specification.
- The Contractor's authorized management representative will need to sign the VOTD verifying the training on the form is correct. The authorized representative must be employed by the contract organization for whom they are verifying training records.
- A signed copy of the VOTD will need to be provided to the DWM's safety representative prior to or the day of badging. All Contractor's employees requesting a badge will need to submit a VOTD. The VOTD shall be sent to [VOTD@dekalbcountyga.gov](mailto:VOTD@dekalbcountyga.gov) prior to the date of appointment.

### **Verification of Identity Requirements**

- During the badging process, the Contractor and Subcontractor employees must provide documentation to the DWM's safety representative to verify their identity and authorization to work.
- DeKalb County only accepts form 1-9 acceptable documentation with accompanying photo.
- 1-9 acceptable documents must be from List A and List B (examples)
  - ID cards issued by federal, state, local government agencies
  - TWIC (Transportation Worker Identification Credential)
  - Driver License or identification card issued by a state motor vehicle department with a photo that clearly identifies the individual.

### **DWM Site Inspection and Audits**

- Field verification will be done randomly by the DWM safety staff to ensure employees are trained and following County, OSHA, and State regulations.

### **Badging Office Address**

DeKalb County Department of Watershed Management, Safety Division  
1641 Roadhaven Drive, Stone Mountain, GA 30083  
Badging office hours: Tuesday and Thursday 9:00am until 12:00 pm.

### **Badging Expiration Date**

- Badges are valid until the expiration date of the prime contractor's contract.

### **Transfer Contractors**

- If a worker changes companies or projects, the badge must be surrendered and a new badge will be issued if needed.
- If applicable, the new employer will provide the employee certification that the safety training is completed.

- Only those employees registered in the badging system are eligible to receive a badge.
- After verification by the safety representative, the badging database will be updated and a new badge issued.

#### **Special Circumstances**

- The County can grant/permit a Contractor the right to badge their employees and Subcontractors. However, the badge template shall be approved by DWM safety representative. The ID badge shall include worker's name, picture, and company affiliation.

#### **Additional Training Requirements**

- Additional training requirements may be requested if there is a change in the Contractor's scope of work or responsibilities. Badge Replacement
- Contractor must notify DWM's safety representative immediately if a badge is lost, stolen, or an employee is no longer employed by the Contractor.

#### **Badge Collection/Return Policy**

- It shall be the Contractor's responsibility to collect the ID badge from any employee who is discharged or resigns prior to completion of the project as well as completion of the hours of their collection. The Contractor shall return the ID badge to the DWM safety representative within 48 hours of their collection. The Contractor shall be charged a fee of \$25.00 per badge for any badges not returned at completion of the project.
- For ID badges lost or stolen during the duration of the project, there will be a charge for reissuance of \$15.00 per ID badge. The Contractor shall deduct these charges from its periodic or closeout payment request or the County shall deduct them.

**Attachment B**

**COMPANY NAME**

**PROJECT SITE SPECIFIC SAFETY ORIENTATION ACKNOWLEDGEMENT SHEET**

By signing this log, I acknowledge that I understand and agree to abide by the project rules outline below. I further acknowledge that I have been briefed on the project site specific hazards, the site emergency action procedure and prohibited activities.

These Items Include:	Initial
Company Safety Policy/Rules	_____
Safety in Wastewater Works	_____
Drug and Alcohol Policy	_____
Competent Person Requirements	_____
Personal Protective Equipment Requirements	_____
Disciplinary Policy	_____
Personal Protective Equipment	_____
Trenching and Excavations	_____
Fire Prevention and Protection	_____
Fall Protection	_____
Scaffolding	_____
Confined Space	_____
Electrical	_____
Cranes	_____
Traffic Control/Traffic Safety	_____
Concrete/Masonry Construction	_____
Hazard Communication/Global Harmonizing	_____
Action Plan for Chlorine Gas Release	_____

I understand that these policies are a term and condition of this project and that violation of any policy or any aspect of it may result in disciplinary action up to and including being denied access to DeKalb County project, sites and facilities.

Signing this sheet indicates that I have read and understand the above detailed items. I understand that this is part of my ongoing training and I was given the opportunity to ask questions to ensure my full understanding of the items presented.



\_\_\_\_\_  
Contractor Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Company Authorized Representative

\_\_\_\_\_  
Date

**Attachment C-Employee Log**

By signing this log; I acknowledge I have read; understand and agree to abide by Attachment D Project Site Rules and all local; state; federal and/or any other applicable contract obligations. I further acknowledge I have been informed by a representative of the company as to the site specific hazards, any hazardous substances I may be exposed to while on the site and the site/company emergency action procedures.

EMPLOYEES (PRINT)	SIGNATURE	Company Name	Date
Signature of Company Representative		Date Signed	

**Attachment D-Visitors Log**

By the signing of this log I acknowledge I have read, understand and agree to abide by Attachment D project site rules. This is not for a vehicle access permit.

<b>VISITOR'S NAME (PRINT)</b>	<b>SIGNATURE</b>	<b>Company Name</b>	<b>Date</b>	<b>IN</b>	<b>OUT</b>

**Attachment E – Acknowledgement of DeKalb County Project Site Rules**

**PROHIBITED ACTIVITIES:**

1. Unauthorized removal or theft of Owner property.
2. Violation of safety or security rules or procedures.
3. Possession of firearms or lethal weapons on jobsite
4. Acts of sabotage
5. Destruction or defacing County property
6. Failure to use sanitary facilities
7. Knowingly or purposely failing to report accidents/incidents or job related injuries
8. Being under the apparent influence of drugs, alcohol or other intoxicants or in possession of drugs, alcohol or other intoxicants on the property
9. Wearing shorts or tennis shoes on jobsite
10. Failure to wear required personal protective equipment
11. Gambling, fighting, threatening behavior, or engaging in horseplay on the project
12. Smoking in unauthorized areas on the project
13. Open fire cooking or making unauthorized fires on project property
14. Selling items or raffles without authorization
15. Use of unauthorized cameras on the project
16. Use of radio or television in the construction area
17. Failure to park personal vehicle in authorized parking area
18. Failure to wear designated identification (Site Specific)
19. Failure to use designated gates
20. Condoning or knowingly allowing a person to engage in or work around a patently unsafe or environmental compromising act or condition
21. Knowingly or purposely falsifying records, documents, or providing false testimony

I have read, understand and agree to abide by the DeKalb County Project Site Rules. Furthermore, I understand failure to abide by these rules is grounds for being denied access to the project site. I have received a personal copy for my use and reference.

---

Signature

---

Date

## Attachment F Training Verification Form

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

(Tues./Thurs. 9am-12pm)

Applicants Name: \_\_\_\_\_

Company Name & DeKalb Contract #: \_\_\_\_\_

☐ Course Name: OSHA 10

Successfully Completed: ☐ Yes ☐ No ☐ In Progress

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

☐ Course Name: OSHA 30

Successfully Completed: ☐ Yes ☐ No ☐ In Progress

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

☐ Course Name: SITE SPECIFIC SAFETY TRAINING

Successfully Completed: ☐ Yes ☐ No ☐ In Progress

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

☐ Course Name: DeKalb County Project Site Rules

Successfully Completed: ☐ Yes ☐ No ☐ In Progress

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

*I HAVE READ, UNDERSTAND AND AGREE TO ABIDE BY DEKALB COUNTY PROJECT SITE RULES. I HAVE RECEIVED A PERSONAL COPY FOR MY USE AND RECORDS. FURTHERMORE, I UNDERSTAND THAT KNOWINGLY OR PURPOSELY FALSIFYING RECORDS IS GROUNDS FOR BEING DENIED ACCESS TO THE PROJECT SITE. BY MY SIGNATURE BELOW, I AFFIRM THE ABOVE INFORMATION IS ACCURATE AND TRUE.*

\_\_\_\_\_  
Company Employee Name (Print):

\_\_\_\_\_  
Company Employee Signature:

\_\_\_\_\_  
Authorized Company Rep (Print):

\_\_\_\_\_  
Authorized Company Rep Signature

## **SECTION 01700**

### **PROJECT CLOSEOUT**

#### **PART 1 – GENERAL**

##### **1.01 SECTION INCLUDES**

Comply with requirements for administrative procedures stated in this Section and as required of the Contract Documents in closing out the Work. Minimal closeout procedures are summarized in this Section.

##### **1.02 RELATED SECTIONS**

- A. General Requirements

##### **1.03 QUALIFICATIONS AND REQUIREMENTS**

- A. Contract requirements shall be met when construction and related activities have successfully produced, in order, completion of these three closeout stages:
  - 1. Substantial Completion
  - 2. Final Completion
  - 3. Final Payment
- B. The Contractor shall provide all written notices and supporting documentation as described below when requesting Substantial Completion and Final Completion, respectively. Partial submittals of the required documents shall not represent a valid request, and the Program Manager shall not be liable for any delays in the Substantial and Final Completion dates arising there from.

##### **1.04 SUBMITTALS**

- A. The Contractor shall provide to the Owner's Representative the following documents, in PDF and hard copy, in the quantity of one original and two copies unless otherwise noted.
- B. All submittals for approval shall have already been made and reconciled prior to Substantial Completion.
- C. Submittals under this Paragraph would be for a final submittal should revisions or additional copies are required of previously submitted documentation.
  - 1. Evidence of Compliance with all requirements of governing authorities to include Certificates of Inspection.
  - 2. Record documents (reports, final data, etc.), as required of the Contract Documents.
  - 3. Subcontractor List: A complete listing of all subcontractors and their suppliers, indicating business addresses, telephone numbers, contact names, and items supplied by each.

4. Manufacturer List A listing of manufacturers of major materials, equipment and systems installed in the Work, and local contact addresses and phone numbers.
5. Warranties: All warranties transferred to the County. Special Guarantees and service agreements
6. Payment of Debts and Claims and Consent of Surety: The Contractor shall submit adequate evidence the Contractor has paid all obligations to date arising out of the Contract. Contractor shall also submit written consent of its Surety to final payment.
7. Release of Claims and Liens: The Contractor and each subcontractor shall also submit a certified Release of Claims and Liens, indicating the releases for waivers submitted are complete to the best of its knowledge and information upon receipt of final payment. Example form attached.
8. Certificate of Insurance for Products and Complete Operations.
9. No partial submittals of the above items are to be made to the Program Manager. All items of each category are to be collected by the Contractor and delivered at one time to the Program Manager, together with a letter of transmittal listing all items. Where items are to be delivered to the Program Manager, the Contractor shall include a copy of the transmittal letter listing all enclosures, signed by the respective representative acknowledging receipt.
10. Consent of Surety to Final Payment: As required in General Conditions.
11. Releases from Agreements
12. Final Application for Payment
13. Extra Materials/Spare Parts: As required by individual Specification sections.

#### **1.05 INSPECTION FEES**

When the Program Manager performs re-inspections due to failure of the work to comply with the claims of status of completion made by the Contractor:

1. Owner will compensate Program Manager for such additional services.
2. Owner will deduct the amount of such compensation from the Final Payment to the Contractor.

#### **1.06 FINAL ADJUSTMENT OF ACCOUNTS**

- A. Submit a final statement of accounting to the Program Manager.
- B. Statement shall reflect all adjustments to the Contract Price:
  1. The original Contract Price.
  2. Additions and deductions resulting from:
    - a. Previous Change Orders.
    - b. Allowances.
    - c. Unit Prices.
    - d. Deductions for uncorrected work.

- e. Penalties and Bonuses.
    - f. Deductions for liquidated damages.
    - g. Deductions for re-inspection payments.
    - h. Other adjustments.
  - 3. Total Contract Price as adjusted.
  - 4. Previous payments.
  - 5. Sum remaining due.
- C. Program Manager will prepare final Change Order reflecting approved adjustments to the Contract Price not previously made by Change Orders.

## **1.07 APPLICATION FOR PAYMENT**

Contractor shall submit the final Application for Payment in accordance with procedures and requirements stated In the Conditions of the Contract.

## **PART 2 – PRODUCTS**

(Not Used)

## **PART 3 EXECUTION**

### **3.01 SUBSTANTIAL COMPLETION**

- A. Reference the Definitions, regarding Substantial Completion in the Agreement.
- B. When the Work is substantially complete, the Contractor shall submit to the Program Manager:
  - 1. A written notice the Work or a designated and acceptable portion thereof, is substantially complete.
  - 2. An original Certificate of Occupancy for the Project (as applicable).
  - 3. A list of items to be completed or corrected (hereinafter referred to as a "Punch List").
  - 4. All executed work orders signed and accepted by the Program Manager.
  - 5. Project closeout documents, warranties, and certificates for review and approval.
- C. Within 10 working days of such notice, the Contractor and Program Manager will make an inspection to determine the status of completion.
- D. The Punch List submitted by the Contractor will be reviewed and tracked for completion by the Program Manager. Once complete, the Program Manager shall provide a punch list for any remaining items for the Contractor to complete. The Program Manager may withhold the issuance of the Certificate of Substantial Completion until corrections required by the Program Manager are made or all parties are satisfied they will be made.



- E. Should the Program Manager determine the Work is not substantially complete:
  - 1. The Program Manager will promptly notify the Contractor in writing, giving the reasons therefore.
  - 2. The Contractor shall remedy the deficiencies in the Work, and then send a second written notice of Substantial Completion to the Program Manager.
- F. When the Program Manager concurs the Work is substantially complete, the Program Manager will:
  - 1. Prepare a Certificate of Substantial Completion accompanied by the Contractor's Punch List of items to be completed or corrected, as verified and amended by the Program Manager. (Note: Contract responsibilities are not altered by inclusion or omission of required Work for the Punch List.)
  - 2. Sign the Certificate of Substantial Completion and submit it to the Owner and the Contractor for their written acceptance of the responsibilities assigned to them in the Certificate.

### 3.02 FINAL COMPLETION

- A. Reference the Definitions, regarding Final Completion in the Agreement.
- B. To attain Final Completion, the Contractor shall complete the activities pertaining to the Certificate of Substantial Completion and complete work on all Punch List items. Only then shall a written request to the Program Manager for final inspection be submitted.
- C. When the Work is complete, the Contractor shall submit to the Program Manager written certification, signed jointly by the Program Manager, indicating:
  - 1. The Contract Documents have been complied with in their entirety.
  - 2. The Work has been inspected for compliance with Contract Documents.
  - 3. The Work has been completed in accordance with Contract Documents.
  - 4. The Work is completed and ready for final inspection.
- D. The Contractor and Program Manager will make an inspection to verify the status of completion with reasonable promptness after receipt of such certification.
- E. Should the Program Manager determine the Work is incomplete or defective:
  - 1. The Program Manager will promptly notify the Contractor in writing, listing the incomplete or defective Work.
  - 2. The Contractor shall take immediate steps to remedy the stated deficiencies, and send a second written certification to the Owner stating the Work is complete.
- F. When the Program Manager finds the Work is acceptable under the Contract Documents, the Contractor will be requested to make a final closeout submittal.

**END OF SECTION**

UNCONDITIONAL WAIVER AND RELEASE  
UPON FINAL PAYMENT

STATE OF GEORGIA

DEKALB COUNTY

The undersigned mechanic and/or material man has been employed by \_\_\_\_\_  
(name of contractor) to furnish \_\_\_\_\_  
(describe materials and/or labor) for the construction of improvements known as \_\_\_\_\_  
\_\_\_\_\_ (title of the project or building) which is located in the City of  
\_\_\_\_\_ and is owned by \_\_\_\_\_ (name of owner) and  
more particularly described as follows:

(DESCRIBE THE PROPERTY UPON WHICH THE IMPROVEMENTS WERE MADE BY USING  
EITHER A METES AND BOUNDS DESCRIPTION, THE LAND LOT DISTRICT, BLOCK AND  
LOT NUMBER, OR STREET ADDRESS OF THE PROJECT.)

Upon the receipt of the sum of \$ \_\_\_\_\_, the mechanic and/or material man waives and  
releases any and all liens or claims of liens or any right against any labor and/or material bond it  
has upon the foregoing described property.

Given under hand and seal this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_(Seal)

\_\_\_\_\_

\_\_\_\_\_  
(Witness)

\_\_\_\_\_

## **SECTION 01710**

### **CLEAN-UP**

#### **PART 1 – GENERAL**

##### **1.01 SECTION INCLUDES**

- A. This section includes policies and procedures preventing the accumulation of waste materials on the site and the clean-up of waste materials throughout the duration and upon the completion of work.
- B. This section includes miscellaneous work related to quality control including, but not limited to, protecting active utilities and general procedures for utility crossings. The Contractor shall also reference the General Requirements related to protection of existing utilities.
- C. This section includes operations not specified in detail as separate items, but can be sufficiently described as to the kind and extent of work involved. Furnish all labor, materials, equipment and incidentals to complete the work under this Section.

##### **1.02 RELATED SECTIONS**

NOT USED

##### **1.03 QUALIFICATIONS AND REQUIREMENTS**

- A. Contractor shall keep the project site free from accumulated waste materials and rubbish at all times during the Work. At completion of the work, the Contractor shall remove all waste materials and rubbish from and about the Project, as well as his tools, equipment, machinery, and surplus/stockpiled materials, except those specifically required by the Contract Documents to be salvaged or left for the Owner's use.
- B. If Contractor fails to keep project clean on a daily basis or as directed, or to clean up prior to Date of Substantial Completion, the Program Manager may do so, and the cost will be charged to the Contractor.
- C. Attention is directed to the State Soil Erosion and Sediment Control laws, ordinances and requirements, as well as Georgia's NPDES Permit No. GAR 100001, 100002, or 100003, as applicable, and as detailed in the drawings, or addressed in other sections.

##### **1.04 SAFETY**

- A. Store volatile or sanitary waste as required by State and Federal requirements, and remove from project site daily to an approved facility.
  - 1. Allow no volatile wastes to accumulate on project site.
  - 2. Provide adequate ventilation during use of volatile substances.
- B. Do not burn or bury waste materials and/or rubbish on project site

- C. Do not dispose of any volatile wastes such as, but not limited to, mineral spirits, oil, or paint thinner, in storm or sanitary drains, on pavements, In gutters, or on the project site.
- D. Do not dispose any waste or cleaning materials containing materials harmful to plant growth on the project site. Immediately clean up materials accidentally spilled.

## **PART 2 – PRODUCTS**

(Not Used)

## **PART 3 – EXECUTION**

### **3.01 INSTALLATION**

- A. Clean-up during construction
  - 1. Execute cleaning procedures to ensure the streets, easements, rights of way, work areas; project site and adjacent properties are maintained free from debris, dust, and rubbish unauthorized stockpiled or stored materials.
  - 2. Wet down materials subject to blowing. Do not throw waste materials from heights.
  - 3. Provide covered, on-site containers for waste collection. Place all waste materials and rubbish in containers in an expeditious manner to prevent accumulation. Remove waste from project site when containers become full or daily if so directed.
  - 4. Legally dispose all waste materials, rubbish, volatile materials and cleaning materials off project site.
  - 5. Maintain project in a "broom-clean" state until Date of Substantial Completion. Protect surfaces from contamination during all operations.
  - 6. Do not allow debris contributing to the survival or spread of rodents, roaches or other pests to accumulate.
    - a. Remove debris containing food scraps on a daily basis.
    - b. Should pests inhabit project, Contractor shall be responsible for securing services of a pest exterminator at no additional cost to the Owner.
- B. Protection and clean-up of roads
  - 1. Spillovers on roads from trucks entering or leaving the site shall be immediately cleaned up and monitored on a continuing basis so pavements and adjacent sidewalks and property will not be littered with earth, stones, mud or any other debris resulting from assessment and construction related operations.
  - 2. Accumulations of earth, sand, gravel and mud shall be removed from vehicle wheels and vehicle underbodies and ledges before entry upon public roads
- C. Stripping

In areas so designated, topsoil shall be stockpiled. The topsoil shall be protected until it is placed as specified. Any topsoil remaining after all work is in place shall be used on-site in designated areas.

D. Bench marks

Carefully protect and maintain all benchmarks, monuments, and other reference points. If disturbed, replace at no additional cost to the Owner, as directed by the Owner's Representative.

E. Incidental work

Do all incidental work not otherwise specified, but obviously and reasonably necessary or directed, for the proper completion of the contract as specified at no additional cost to the Owner.

### 3.02 ACTIVE UTILITIES

- A. Active utilities traversing the site shall be adequately protected and preserved in operating condition. Repair damage to all such utilities due to work under this Contract, to the satisfaction of the authority having jurisdiction over the utility at no additional cost to the Owner. If damaged, tracer wires and marking materials shall be restored, repaired or replaced as necessary, to the satisfaction of the authority having jurisdiction over a utility.

### 3.03 FINAL Clean-Up

- A. All general and specific cleaning shall be performed prior to Contractor's request for the project or portion thereof be inspected for Substantial Completion.
- B. Clean disturbed areas of project site of debris.
1. Broom clean paved surfaces, driveways and sidewalks.
  2. Rake clean all landscaped surfaces
  3. Remove oil and similar deleterious substances.

**END OF SECTION**