



Department of Purchasing and Contracting

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

August 2, 2021

INVITATION TO BID (ITB) NO. 21-101362

FOR

**SANITARY SEWER EASEMENT CLEARING
(THREE (3) YEAR MULTIYEAR CONTRACT)**

DEKALB COUNTY, GEORGIA

Senior Procurement Agent:	Randy Webb
Email:	rwebb@dekalbcountyga.gov
Mandatory DeKalb First LSBE Meeting: (Bidders must attend 1 meeting on either of the dates listed.)	August 4 or August 11, 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:	5:00 P.M. ET, August 13, 2021
Bid Opening:	3:00 P.M. ET, August 27, 2021 via Zoom video conference: https://dekalbcountyga.zoom.us/j/82795046186
Price Schedule Opening:	3 – 5 Business days after Bid Opening
Validity of Bid:	120 Days

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

TABLE OF CONTENTS
FOR
INVITATION TO BID NO. 21-101362

<u>TITLE</u>	<u>PAGE NO.</u>
INVITATION TO BID OVERVIEW.....	3
INVITATION TO BID PROCEDURES.....	5
GENERAL TERMS AND CONDITIONS.....	9
STATEMENT OF WORK.....	21
PRICE SCHEDULE.....	22
BID ACKNOWLEDGEMENT FORM.....	24
REQUIRED DOCUMENTS CHECKLIST AND ATTACHMENTS.....	25
TECHNICAL SPECIFICATIONS.....	APPENDIX I

INVITATION TO BID OVERVIEW

A. PURPOSE:

DeKalb County Government (the County) is soliciting bids for **ITB 21-101362 Sanitary Sewer Easement Clearing (Three (3) Year Multiyear Contract)** from responsible bidders.

B. GENERAL INFORMATION:

1. BID TIMETABLE:

The anticipated schedule for the bid process is as follows:

Date Issued:	August 2, 2021
Mandatory DeKalb First LSBE Meeting: (Bidders must attend 1 meeting on either of the dates listed.)	August 4 <u>or</u> August 11, 2021 For attendance instructions utilize the following link: https://www.dekalbcountyga.gov/purchasing-contracting/general-information (Meetings are held at 10:00 a.m. and 2:00 p.m.)
Deadline for Submission of Questions:	5:00 P.M. ET, August 13, 2021
Bid Opening:	<u>3:00 P.M. ET, August 27, 2021</u> via Zoom video conference: https://dekalbcountyga.zoom.us/j/82795046186
Price Schedule Opening:	3 – 5 Business days after Bid Opening
Bids Valid Until:	Bids shall be valid for 120 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, 2nd 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. 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 August 13, 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, <https://www.dekalbcountyga.gov/purchasing-contracting/bids-itb-rfps>. Bidder should regularly check the County's website for addenda.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

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 *Technical 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. The time/date stamp clock located in the Department of Purchasing & Contracting shall serve as the official authority to determine lateness of any bid. 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. 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 .

14. First Source Jobs Information

- a. The First Source Ordinance is a public regulation which requires contractors and beneficiaries of eligible DeKalb County projects to make a good faith effort to hire fifty (50) percent of all jobs using the First Source Registry. Beneficiaries are immediate recipients of county grants or community development block funds administered by the county of at least \$50,000. Contractors include an individual or entity entering into any type of agreement with the county, funded in whole or in part with county funds. WorkSource DeKalb (WSD) maintains the First Source Registry, comprised of qualified and trained DeKalb County residents. Business Solutions Unit (BSU) is available to assist the employer with selecting the most qualified candidate by using the First Source Registry to meet the company's hiring needs. WSD manages the First Source program through the Business Solutions Unit by assigning a specific BSU Specialist. The First Source process is conducted similarly to the BSU business service request process. The BSU Specialist works closely with employers using TALEO and BSU processes to ensure the hiring needs of the employers are met
- b. For more information on the First Source Jobs Ordinance requirement, please contact WorkSource DeKalb at 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

Bidders shall submit a copy of its current, valid business license with its 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 may submit a copy of its valid professional license with Bidder's bid or upon award unless the Technical Specifications require submittal with the bid. 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. 21-101362 for Sanitary Sewer Easement Clearing (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 intent of this bid is to award multiple vendors; however, the County reserves the right to make an all-award to a single vendor or to award by line item. 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 or goods will commence within twenty-four (24) hours 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:

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:

The bidder will state below or will furnish a separate letter attachment, which fully explains the conditions of Warranty and/or Guaranty. If no Warranty and/or Guaranty are applicable, it must be so stated. **NOTE: FAILURE TO RESPOND TO THE REQUIREMENTS OF THIS PARAGRAPH MAY RESULT IN THE BID BEING DEEMED NON-RESPONSIVE.**

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. CONTRACT PURCHASE AGREEMENT:

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 (Bidder shall not fill in the blank in this section. This portion shall be completed by the Department of Purchasing and Contracting upon the acknowledgement of receipt of the Notice to Proceed):

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, 20____, unless extended by Change Order adopted and approved by the DeKalb County Governing Authority and the Contractor in accordance with the terms of this Contract.

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, 2nd 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 by the Department of Purchasing and Contracting 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, 3rd 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
kwilliams@dekalbcountyga.gov

- b. Upon award, Prime Contractor(s) with Local Small Business Enterprise (LSBE) Subcontractor(s) shall enter utilization reports electronically at www.dekalbcountyga.gov/lsbe. 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.dekalbcountyga.gov/lsbe.
- c. Notices must be submitted to:

Chief Financial Officer
DeKalb County Department of Finance
1300 Commerce Drive, 6th 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.

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 Indemnitees and the Contractor as the other party, the Contractor shall assume responsibility and liability for any damage, loss, or injury, including death, of any kind or nature whatever to person or property, resulting from any kind of claim made by Contractor's employees, agents, vendors, Suppliers or Subcontractors caused by or resulting from the performance of Work under this Contract, or caused by or resulting from any error, omission, or the negligent or intentional act of the Contractor, vendors, Suppliers, or Subcontractors, or any of their officers, agents, servants, or employees. The Contractor shall defend, indemnify, and hold harmless the County Indemnitees from and against any and all claims, loss, damage, charge, or expense to which they or any of them may be put or subjected by reason of any such damage, loss, or injury. The Contractor expressly agrees to provide a full and complete defense against any claims brought or actions filed against the County Indemnitees, where such claim or action involves, in whole or in part, the subject of the indemnity contained in this Contract, whether such claims or actions are rightfully or wrongfully brought or filed. The County has the sole discretion to choose the counsel who will provide the defense. No provision of this Contract and nothing herein shall be construed as creating any individual or personal liability on the part of any elected official, officer, employee, agent or servant of the County, nor shall the Contract be construed as giving any rights or benefits hereunder to anyone other than the parties to this Contract. The parties' obligations pursuant to this Section shall survive any acceptance of Work, or termination or expiration of this Contract.

W. INSURANCE:

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

1. Certificates of Insurance in companies doing business in Georgia and acceptable to the County covering:
 - (a) Statutory Workers' Compensation Insurance, or proof that Contractor is not required to provide such coverage under State law;
 - (1) Employer's liability insurance by accident, each accident \$1,000,000
 - (2) Employer's liability insurance by disease, policy limit \$1,000,000
 - (3) Employer's liability insurance by disease, each employee \$1,000,000

- (b) Professional Liability Insurance on the Contractor’s services in this Agreement with limit of \$1,000,000;
- (c) Commercial General Liability Insurance covering all operations with combined single limit of \$1,000,000;
- (d) Comprehensive Automobile Liability Insurance with form coverage for all owned, non-owned and hired vehicles with combined single limit of \$1,000,000.
- (e) Umbrella or Excess Insurance. Umbrella or excess insurance is to be provided with General Liability, Auto Liability and Employers Liability scheduled as underlying policies with limits not less than the following:
 \$5,000,000 per occurrence
 \$5,000,000 aggregate

2. Additional Insured Requirement:

- (a) The County, its elected officials, officers, employees and agents, hereinafter referred to in this article and in the article entitled “Certificates of Insurance” as “the County and its officers” are to be named as additional insured on all policies of insurance except worker’s compensation and professional liability insurance with no cross suits exclusion. The County and its officers shall be included as additional insureds under commercial general liability and commercial umbrella insurance, for liabilities arising out of both the ongoing and completed operations of Contractor. Such additional insured coverage shall be endorsed to Contractor’s policy by attachment of ISO Additional Insured Endorsement forms CG 20 10 10 01 (ongoing operations) and CG 20 37 10 01 (products-completed operations), or form(s) providing equivalent coverage.
- (b) All coverages required of the Contractor will be primary over any insurance or self-insurance program carried by the County.
- (c) If the Contractor is a joint venture involving two (2) or more entities, then each independent entity will satisfy the limits and coverages specified here or the joint venture will be a named insured under each respective policy specified.

3. Fidelity Bond coverage shall be provided. Coverage limits shall not be less than the amount scheduled in the contract.

4. Certificates of Insurance must be executed in accordance with the following provisions:

- (a) Certificates to contain policy number, policy limits, and policy expiration date of all policies issued in accordance with this Agreement;
- (b) Certificates to contain the location and operations to which the insurance applies;
- (c) Certificates to contain Contractor’s protective coverage for any subcontractor’s operations;
- (d) Certificates to contain Contractor’s contractual liability insurance coverage;
- (e) Certificates are to be **issued** to:

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

5. Contractor shall be wholly responsible for securing certificates of insurance coverage as set forth above from all subcontractors who are engaged in this work.

6. The Contractor agrees to carry statutory Workers' Compensation Insurance and to have all subcontractors likewise carry statutory Workers' Compensation Insurance.
7. Contractor agrees to waive all rights of subrogation and other rights of recovery against the County and its officers and shall cause each Subcontractor to waive all rights of subrogation for all coverage, excluding Professional E&O.
8. Contractor understands and agrees that the purchase of insurance in no way limits the liability of the Contractor.
9. Contractor is obligated to comply with any revisions to the County's insurance requirements.
10. 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.
11. Certificates shall state that the policy or policies shall not expire, be cancelled or altered without at least sixty (60) days prior written notice to the County. Policies and Certificates of Insurance listing the County and its officers as additional insureds (except for workers' compensation insurance) shall conform to all terms and conditions (including coverage of the indemnification and hold harmless agreement) contained in this Contract.
12. If the County shall so request, the Contractor will furnish the County for its inspection and approval such policies of insurance with all endorsements, or confirmed specimens thereof certified by the insurance company to be true and correct copies. Contractor shall be responsible and have the financial wherewithal to cover any deductibles or retentions included on the certificate of insurance.

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, 2nd 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. 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]

STATEMENT OF WORK

A. General:

The DeKalb County, Department of Watershed Management (DWM) intends to award the Easement Clearing Services Project ("Project") for the purpose of clearing vegetation along the County's sanitary sewer system easements. DWM shall direct performance of the work on an "as-needed" basis through the issuance of work orders identifying easement boundaries to be cleared. This is a three-year multiyear contract that the County anticipates awarding to multiple Contractors, dependent upon the number of bids received and accepted by the County. All quantities represented on each line item of the Bid Form are the estimated total quantities for the scope of work to be done under each line item for the life of this Contract. The quantities provided on the Price Schedule are estimates and no guarantee is provided as to the minimum quantity of work to be performed. Furthermore, Bidders are informed that the actual estimated quantities to be awarded in a contract to each successful bidder could also vary dependent upon 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 the following: priority, location, etc.

The Contractor shall provide all services necessary to provide vegetation clearing, herbicide application, tree removal, stump removal, and debris removal. Services shall include but are not limited to labor, materials, equipment, supervision, insurance, licenses, and permits necessary to perform the work.

The Contractor shall work within the hours of 8:00 am to 5:00 pm, Monday through Friday, except for County defined holidays. Work within a public Right-of-Way shall comply with local jurisdiction and State DOT requirements for defined work hours and days. Contractor proposed work times outside of those described above shall require prior approval from the DWM.

All work shall be completed in a safe manner and shall comply with all governing safety regulations. This shall include, but not be limited to OSHA, etc. Adequate barricades and other site access controls shall be in place and maintained around areas where Work is ongoing and where materials and equipment are stored.

Contractor is subject to compliance with the Technical Specifications (Appendix I).

B. Qualifications and Experience of Key Personnel:

It is required/mandatory for each Bidder to provide a resume for the Project Manager and/or Supervisor of field crews as follows:

1. The resume must demonstrate that the Project Manager and/or Supervisor of field crews has at least five (5) years of experience managing projects of similar size and scope as that described for the Project. Five (5) years of experience is defined as 60 months.
2. The resume must also demonstrate that the Project Manager and/or Supervisor of field crews has thorough experience with industry best practices and techniques for landscape maintenance, including hardscapes and plant species. Where applicable, identify and provide certification of proper training and/or proof of completion of proper training.

[END OF STATEMENT OF WORK]

***** 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	QUANTITY	UNIT	UNIT PRICE	EXTENDED PRICE
Easement Clearing by Machine					
1.	Bush Hogging	27,000,000	SF	\$ _____	\$ _____
2.	Light Clearing (Including Tree Removal of Trees Up to and Including 4 inches in Diameter)	27,000,000	SF	\$ _____	\$ _____
3.	Medium Clearing (Including Tree Removal of Trees Up to and Including 16 inches in Diameter)	13,500,000	SF	\$ _____	\$ _____
4.	Heavy Clearing (Including Tree Removal of Trees Up to and Including 36 inches in Diameter)	4,500,000	SF	\$ _____	\$ _____
Easement Clearing by Hand					
5.	Light Clearing (Including Tree Removal of Trees Up to and Including 4 inches in Diameter)	4,500,000	SF	\$ _____	\$ _____
6.	Medium Clearing (Including Tree Removal of Trees Up to and Including 16 inches in Diameter)	4,500,000	SF	\$ _____	\$ _____
7.	Heavy Clearing (Including Tree Removal of Trees Up to and Including 36 inches in Diameter)	4,500,000	SF	\$ _____	\$ _____
Selective Tree Removal					
8.	Tree Cutting (Only) - 0" to 16" (Diameter at 4 Feet Height)	450	Per Tree	\$ _____	\$ _____
9.	Tree Cutting (Only) - 17" to 24" (Diameter at 4 Feet Height)	300	Per Tree	\$ _____	\$ _____
10.	Tree Cutting (Only) - 25" to 48" (Diameter at 4 Feet Height)	240	Per Tree	\$ _____	\$ _____
11.	Tree Cutting (Only) - 49" to 60" (Diameter at 4 Feet Height)	150	Per Tree	\$ _____	\$ _____

ITEM NO.	ITEM DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	EXTENDED PRICE
12.	Tree Cutting (Only) - 61" or Greater (Diameter at 4 Feet Height)	150	Per Tree	\$ _____	\$ _____
Application of Herbicide					
13.	Mechanical Application	70	Acre	\$ _____	\$ _____
14.	Manual Application	20	Acre	\$ _____	\$ _____
Miscellaneous Service					
15.	EMERGENCY MOBILIZATION FEE (Four (4) Hour Response Time)	60	EA	\$ _____	\$ _____
16.	Stump Grinding	11,250	Per 1-Inch Diameter	\$ _____	\$ _____
17.	Top Soil in Place	450	CY	\$ _____	\$ _____
18.	Seeding	450,000	SF	\$ _____	\$ _____
19.	Solid Sod	45,000	SF	\$ _____	\$ _____
20.	Remove and Reset Fencing	450	LF	\$ _____	\$ _____
Allowances					
21.	Contingency Allowance A work allowance/contingency allowance for an amount not to exceed \$75,000.00 would be used to address unforeseen circumstances. The work allowance/contingency allowance shall be used at the discretion of Owner and is the property of the Owner.	1	LS	<u>\$75,000.00</u>	<u>\$75,000.00</u>
Enter Total Bid Amount for All Line Items (including the Contingency Allowance):				\$ _____	
(State in words on the line above.)				(State in figures)	
Key for Abbreviated Units of Measure: CY = CUBIC YARD LF = LINEAR FOOT SF = SQUARE FOOT EA = EACH LS = LUMP SUM					

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 one hundred twenty (120) _____(Initial) days from and including the actual bid opening date.
- Bidder acknowledges that bid meets or exceeds Technical Specifications. _____(Initial)
Any deviation from Technical 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:

Bid Page No.	Title	Check This Box If Included With Bid
9	General Terms and Conditions, Section C. Delivery	
10	General Terms and Conditions, Section E. Foreign Products	
10	General Terms and Conditions, Section G. Warranty and/or Guaranty	
24	Bid Acknowledgement Form*	
25	Required Documents Checklist	
26	Contractor Reference and Release Form*	
27	Subcontractor Reference and Release Form, if applicable**	
29	Contractor Affidavit*	
30	Subcontractor Affidavit, if applicable**	
31-39	LSBE - Exhibits 1 and 2 of Attachment G*	
40	First Source Jobs Acknowledgement Form*	
41	New Employee Tracking Form*	
-	A copy of current, valid Business License	
-	Resume in accordance with the Statement of Work, Section B. Qualifications and Experience of Key Personnel*	

***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.

Signature _____ 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.

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

¹ O.C.G.A. § 13-10-91, as amended

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: 21-101362

TITLE OF UNIT OF WORK – Sanitary Sewer Easement Clearing (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.

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 MANDATORY LSBE 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):

EXHIBIT 1, CONT'D

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 .

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: 21-101362

Project Name: Sanitary Sewer Easement Clearing (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).

Description of Materials or Services	Project Commence Date	% of Contract Award

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.

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

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

SYSTEM TYPE: First Source Direct Hire Work Experience (WEX)

ENTRY DATE: _____

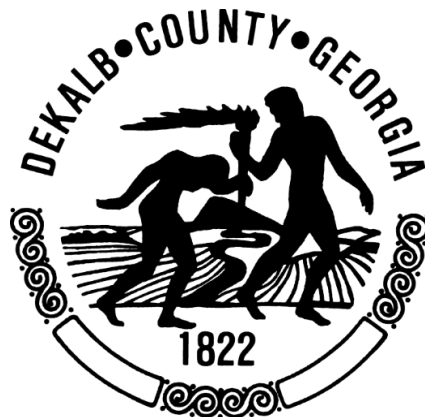
ASSIGNED TO: _____ DATE: _____

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.

APPENDIX I
Technical Specifications
for
Sanitary Sewer Easement Clearing

February 2021

Owner:



DeKalb County
Department of Watershed Management

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

SECTION 00000

TABLE OF CONTENTS

DIVISION 01 – GENERAL REQUIREMENTS

00000	Table of Contents
01010	Summary of Work
01015	Control of Work
01020	Allowances
01025	Measurement and Payment
01030	Special Project Procedures
01041	Project Coordination
01060	Regulatory Requirements
01200	Project Meetings
01300	Submittals
01310	Scheduling of Work
01420	Inspection of Work
01540	Security and Safety
01600	Material & Equipment
01700	Project Closeout
01710	Clean Up
02111	Easement Clearing
02276	Site Restoration and Erosion Control
02485	Sodding
02486	Seeding
02542	Silt Fence

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. Sanitary sewer easement clearing services and associated work activities completed under this Contract will serve to improve sanitary sewer system operation.
- B. In addition to the clearing of easements, supporting tasks to be provided by the Contractor in performance of the Work include, but are not limited to, public notification and traffic control.

1.02 SCOPE OF WORK

- A. The Work will include, but is not limited to, the following:
 - 1. Planning and Scheduling of work assignments (See Specification 01310)
 - 2. Clearing of easement vegetation including cutting of grass and cutting and removal of trees and brush, and/or application of herbicide,
 - 3. Removal of debris and cleanup of all areas where work is performed. (See Specification 01710)
 - 4. Coordinate to avoid interrupting the operations of existing utilities that maybe encountered and the impacts to property owners. (See Specification 01041)
 - 5. Coordinate DWM's Community Outreach requirements to minimize impact to the citizens of DeKalb County, (See Specification 01015)
 - 6. Other work associated with the above items and all other aspects of the Contract Documents.
- B. This is a multi-year contract that the County anticipates awarding to multiple Contractors, dependent upon the number of bids received and accepted by the County. 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.
- C. 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.
- D. Perform all work in accordance with the 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. Request maps or other descriptive information as to the nature and locations of such underground facilities or property.
 - 3. Coordinate the Work with owners of private and public property where access is required for the performance of the work. (See Specification 02111, Paragraph 3.03)
 - 4. Legal access (Rights of Entry) will be acquired by the Contractor in accordance with the Contract Documents.
- B. The Owner, through the Program Manager:
 - 1. Will work with the Contractor to specify the order and sequencing of 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 Program Managers sole discretion.
 - b. No consideration of any claim or extra payment will be considered for:
 - 1) Extra payment arising from a decision to assign potential work items under this contract in any combination or in combination with another contract utilizing alternates by the Department of Watershed Management at the prices specified herein.

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 and comply with interim milestones specified in Section 1.02C.
- 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. Milestone – Easement Clearing: The Contractor is expected to complete 1/3 of the quantities appropriated for Easement Clearing by the end of the 1st year following

notice to proceed. The Contractor is expected to complete an additional 1/3 during the second year, and the final 1/3 during the third year.

- D. 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 or easements crossing private land, except by permission of the property owner and the County per the Public Notification requirements listed in all applicable Specification Sections.

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.
 - a. 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.
 2. 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 to minimize impacts to the flow of traffic while being detoured.
 - c. Allowable periods when traffic is being detoured will be strictly controlled by the County.
- 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.
 - d. Pre and post photographs of the access route across the property are recommended.
2. Along the location of this work all fences, walks, bushes, trees, shrubbery, and other physical features shall be protected and restored in a thoroughly workmanlike manner. Fences and other features removed by the Contractor shall be replaced in the original location as soon as conditions permit. All grass areas beyond the limits of construction damaged by the Contractor shall be regraded and seeded or sodded to match existing ground cover.
3. The protection, removal, and replacement of existing physical features along the line of work shall be a part of the work under the Contract, and all costs in connection therewith shall be included in the unit and/or lump sum prices established under the items in the Contract Documents.
- 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
 - 2. Protection and temporary removal and replacement of existing utilities and structures as described in this Section shall be considered as extra work and all costs in connection therewith shall be as outlined in the Contract Documents.

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 01020 ALLOWANCES

PART 1 – GENERAL

1.01 SECTION INCLUDES

This section includes administrative and procedural requirements governing allowances.

1.02 QUALIFICATIONS AND REQUIREMENTS

- A. Contractor agrees any contingency or other allowance, if any, is for the sole use of the Owner to cover approved unanticipated costs for additional related work.
- B. Selected materials and equipment, and in some cases, installation is included in Contract Documents by cash allowances. Allowances are established to defer selection or scope until more information is available. Other requirements will be issued by a Change Order.
- C. Allowances are included in the Bid Tab for miscellaneous modifications, additional inspection and testing, additional associated work, and other unforeseen conditions. Inspection and testing allowances include the cost of engaging any third party inspection or testing agency if required, along with costs for reporting results as well as costs for actual inspections and tests.
- D. Procedures for submitting and handling Change Orders are included in General Conditions of these Contract Documents.
- E. The allowance does not include incidental labor required to assist the Owner, or costs for retesting on failure of previous tests and inspections. The allowance does not include costs of services not required by Contract Documents.
- F. Prior to final payment, an appropriate Change Order will be issued as recommended by the Owner to reflect actual amounts due Contractor on account of Work covered by allowances, and the Contract Price shall be correspondingly adjusted.
- G. Any unused allowances will be returned to the Owner.

1.03 SCHEDULE OF ALLOWANCES

- A. Contingency Allowance:
 - 1. This item shall consist of miscellaneous work to be accomplished at the direction of the Owner. It shall include items of work consistent with and related to the project which may be necessary to the successful completion of the contractual agreement. It is expected the work under this item will be accomplished utilizing pay items indicated in the Bid Tab.
 - 2. All work performed under this section shall comply with the various sections of these specifications as appropriate to the specific items involved. This work shall be further described, by the Owner, in written form and/or

supplemental exhibits. In any event, no work will be allowed under this section without the prior written approval of the Owner.

1.04 SUBMITTALS

- A. Submit proposals for purchase of products or systems included in allowances, in the form of Change Orders.
- B. Submit invoices or delivery slips to indicate quantities of materials delivered for use in fulfillment of each allowance.
- C. At Project Closeout, the unused amounts remaining in the various allowances will be credited to the Owner by Change Order.

PART 2 – PRODUCTS

(Not Used)

PART 3 – EXECUTION

(Not Used)

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. 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 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. All estimated quantities stipulated in the Bidder's Unit Price Form are total quantities for the life of the contract. The County anticipates awarding the contract to multiple Contractors and quantities will be divided amongst the Contractors. 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. Goals listed in the Contract documents will apply toward the actual quantities awarded to the bidder.
- E. The basis of payment for work shall be in accordance with the unit price bid items in the Unit Price Form 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.
- F. 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.
- G. Pay requests for work performed shall be itemized by asset ID. The pay request shall list each asset by ID number, describe the work performed per the payment bid form, provide the unit cost, and provide the extended cost.
- H. When submitting pay requests for periodic payment, the following documentation should be submitted at a minimum:

1. Contractor Payment Checklist
2. Application for Payment Form (AIA DOCUMENT G702 · APPLICATION AND CERTIFICATION FOR PAYMENT · 1992 EDITION · AIA® · © 1992 or later)
3. Payments Summary Sheet (Excel file with date, asset ID, and units for each payment line item submitted for payment)
4. LSBE Report(s)
5. Photo Documentation of Activities Illustrating Pre and Post Conditions

Additional instructions and/or requirements may be provided by the Program Manager at the project Kick-off meeting.

1.03 MEASUREMENT AND PAYMENT

- A. Bush Hogging- Bid Items 1: Measurement for payment shall be per square foot (SF) of sewer easement receiving grass trimming and clearing of light brush up to one (1) inch in diameter to ground level. Unit price bid shall include all labor, supervision, equipment, material, safety measures, and debris disposal (including dumping fees), permit, and bonds required to perform the Work. The unit price bid shall further include: hand clearing around manholes, stream banks and other obstructions; transport and removal or mulching of debris; and light traffic control. The cost of police presence as may be required in support of traffic control in high traffic areas shall be compensated from the Contingency Allowance.
- B. Easement Clearing By Machine - Bid Items 2-4: Measurement of payment shall be per square foot (SF) of easement cleared to ground level by machine. Unit price bid shall include all labor, supervision, equipment, material, safety measures, and debris disposal (including dumping fees), permit, and bonds required to perform the Work. The unit price bid shall further include: hand clearing around manholes, stream banks and other obstructions; transport and removal or mulching of debris; and light traffic control. The cost of police presence as may be required in support of traffic control in high traffic areas shall be compensated from the Contingency Allowance.
- Easement Clearing By Machine will be paid under Contract items as follows:
1. (Bid Item 2) Light Clearing: Includes trimming or clearing of vegetation, removal of trees of sizes up to four (4) inches diameter, and removal of debris
 2. (Bid Item 3) Medium Clearing: Includes trimming or clearing of vegetation, removal of trees of sizes up to 16 inches diameter, and removal of debris
 3. (Bid Item 4) Heavy Clearing: Includes trimming or clearing of vegetation, removal of trees of sizes up to 36 inches diameter, and removal of debris
- C. Easement Clearing By Hand - Bid Items 5-7: Measurement of payment shall be per square foot (SF) of easement cleared to ground level by hand. Unit price bid shall include all labor, supervision. Equipment, material, safety measures, and debris disposal (including dumping fees), permit, and bonds required to perform the Work. The unit price bid shall further include: hand clearing around manholes, stream banks and other obstructions; transport and removal or mulching of debris; and light traffic control. The cost of police presence as may be required in support of traffic control in high traffic areas shall be compensated from the Contingency Allowance.

Easement Clearing By Hand will be paid under Contract items as follows:

1. (Bid Item 5) Light Clearing: Includes trimming or clearing of vegetation, removal of trees of sizes up to four (4) inches diameter, and removal of debris
 2. (Bid Item 6) Medium Clearing: Includes trimming or clearing of vegetation, removal of trees of sizes up to 16 inches diameter, and removal of debris
 3. (Bid Item 7) Heavy Clearing: Includes trimming or clearing of vegetation, removal of trees of sizes up to 36 inches diameter, and removal of debris
- D. Selective Tree Removal - Bid Items 8-12: Measurement of payment shall per tree cut to ground level and removed as classified by measurement of tree's diameter at a height of 48 inches from ground level. The unit price bid shall include all labor, supervision, equipment, material, safety measures, permits, and bonds required to perform the Work. The unit price bid shall further include transport and disposal (including dumping fees) or chipping and mulching of debris, and light traffic control. The cost of police presence as may be required in support of traffic control in high traffic areas shall be compensated from the Contingency Allowance.

Selective Tree Removal will be paid under Contract items as follows:

1. (Bid Item 8) Tree cutting (only): Includes cutting of selective trees only with tree diameter 0" - 16" at 48 inches above ground level
 2. (Bid Item 9) Tree cutting (only): Includes cutting of selective trees only with tree diameter 17" - 24" at 48 inches above ground level
 3. (Bid Item 10) Tree cutting (only): Includes cutting of selective trees only with tree diameter 25" - 48" at 48 inches above ground level
 4. (Bid Item 11) Tree cutting (only): Includes cutting of selective trees only with tree diameter 49" - 60" at 48 inches above ground level
 5. ((Bid Item 12) Tree cutting (only): Includes cutting of selective trees only with tree diameter 61" or greater at 48 inches above ground level
- E. Application of Herbicide - Bid Items 13-14: Measurement for payment shall be per acre of sewer easement receiving herbicide application. Unit price bid shall include all labor, supervision, equipment, material, safety measures, and debris disposal (including dumping fees), permit, and bonds required to perform the Work. The unit price bid shall further include: retreatment of areas with growth observed after initial application as well as light traffic control. The cost of police presence as may be required in support of traffic control in high traffic areas shall be compensated from the Contingency Allowance.

Application of Herbicide will be paid under Contract items as follows:

1. (Bid Item 13) Mechanical Application: Includes mechanical application of herbicide
 2. (Bid Item 14) Manual Application: Includes manual application of herbicide
- F. Emergency Mobilization Fee - Bid Item 15: Measurement of payment shall be for each (EA) occurrence of emergency mobilization of all personnel, equipment, and material to a job site to perform easement clearing activities as approved by the Owner's Representative. Response time for emergency mobilization shall not exceed four (4) hours.

- G. Stump Grinding- Bid Item 16: Measurement of payment shall be for each one (1) inch diameter of stump ground to four (4) inches below grade. The diameter of the stump shall be measured at the widest part at ground level. The unit price bid shall include all labor, supervision, equipment, material, safety measures, permit, and bonds required to perform the Work. Stump chips shall be removed from the site and disposed of unless otherwise directed by the Owner's Representative. The area of the stump removal shall be backfilled with suitable topsoil, and compacted to the same density of surrounding soil at no additional cost.
- H. Topsoil In Place - Bid Item 17: Measurement of payment shall be for cubic yard (CY) of topsoil installed in place. The unit price bid shall include all labor, supervision, equipment, material, safety measures, permit, and bonds required to perform the Work.
- I. Seeding- Bid Item 18: Measurement of payment shall be for square foot (SF) of seed applied in accordance with Standard Specification Section 02486. The unit price bid shall include all labor, supervision, equipment, material, safety measures, permit, and bonds required to perform the Work.
- J. Solid Sod - Bid Item 19: Measurement of payment shall be for square foot (SF) of seed applied in accordance with Standard Specification Section 02485. The unit price bid shall include all labor, supervision, equipment, material, safety measures, permit, and bonds required to perform the Work.
- K. Remove and Reset Fencing- Bid Item 20: Measurement of payment shall be for linear foot (LF) of fencing removed and reset in accordance with Standard Specification Section 02111. The unit price bid shall include all labor, supervision, equipment, material, safety measures, permit, and bonds required to perform the Work.
- L. Contingency Allowance, Bid Item 21: This Bid Item shall consist of miscellaneous work including, but not limited to, police presence in support of traffic control. Each request for use of the allowance pay item shall be submitted in the form of a Request for Information (RFI) form and will only be assigned and approved upon completion and approval of a Request for Quote (RFQ). For any unused allowance and prior to final payment, an appropriate Change Order will be issued as recommended by the Program Manager to reflect actual amounts due Contractor on account of Work covered by allowances, and the Contract Price shall be correspondingly adjusted.

1.04 ALLOWANCES

- A. The Contractor shall include in their Bidder's Unit Price Form all allowances stated in the Contract Documents.
- B. The Contractor shall cause work covered by these allowances to be performed for such amounts as estimated by the Contractor and agreed upon and directed by the Owner. However, the Contractor will not be required to employ persons against whom a reasonable objection is made. If the cost, when determined, is more than or less than the allowance, the Contract sum shall be adjusted via Change Order as an additional payment to the Contractor or as a credit to the Owner, accordingly.
- C. Schedule of Allowances
 - 1. Contingency Allowance. As Specified in Section 01020

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. If due to this Contractor's failure to perform in a timely manner, premium time is required by any other Contractor(s) to bring the project back to the original schedule, the cost of such premium time shall be borne solely by the Contractor.
 - 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 and having other permissions including an approved Traffic Control Plan.

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 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.
4. During execution of the work if the Contractor notices any manholes without a cover, they should immediately notify the Owner/Program Manager as soon as possible.

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. Compliance with 29 CFR 1910 and 1926 is required at all work locations.

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.

F. CITYWORKS

1. All work on this project will be assigned, tracked, monitored and documented using Cityworks. Prior to start of the project 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 each 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 workday.
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 two 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.
2. The Contractor shall verify that all materials, equipment, and products to be used under a section may be used are 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

- B. 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:
1. The Contractor shall print and distribute pre-approved advance notice door hangers 72 hours before conducting Work. Expedited Work may only require 24 hours' notice before conducting Work upon approval by County. 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.

2. 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.
- C. 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.
- D. 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.
- E. The Contractor shall alert the appropriate County, Program Manager and/or personnel of their work locations on a daily basis.
- F. 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:
EASEMENT CLEARING 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 road opening permits from the DeKalb County Department of Public Works Transportation Division at (770) 492-5222, including providing any required restoration bonds.
- C. 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 and 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**

- 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 in the project plans and specifications and are implemented. The following activities do not require application to or approval from the Division:

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 cause 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; or
4. construction of public water system reservoirs

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. Inspection tours.
 - 4. 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 RESPONSIBILITY

- A. The Program Manager will determine the agenda for and chair the meetings described below; and shall prescribe the documentation and format of that documentation for the meetings to be presented. The Contractor will furnish information needed by the Program Manager when requested.
- B. Periodic progress meetings and specially called progress meetings throughout the progress of the Work shall be held at times to be determined by the Program Manager, but at least on a monthly basis.
- C. The Contractor shall have the following specific responsibilities:
 - 1. Assist the Program Manager by providing information needed for the meeting
 - 2. Comment on, recommend items for discussion, and/or approve the proposed meeting agenda
 - 3. Provide appropriate personnel at the meeting to discuss items associated with the agenda
 - 4. Review, comment on and/or approve minutes of the meeting
- D. Representatives of contractors, subcontractors and suppliers attending the meetings shall be qualified and authorized to act on behalf of the entity each represents.
- E. The County/Program Manager shall attend progress meetings to ascertain the work is expedited consistent with the Contract Documents and the project schedules.

1.04 KICK-OFF 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:
 - 1. Distribution and discussion of:
 - a. List of major subcontractors, if any.
 - b. Assignments (locations, priorities, role of inspectors, work orders)
 - c. Projected Project Schedules(submittal schedule, preliminary progress schedule, payment schedule)
 - 2. Critical work sequencing(Contract start date and completion date)
 - 3. Major equipment submittals, .
 - 4. 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 easement clearing, and progress photos and documentation
 - 5. 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
6. Adequacy of distribution of Contract Documents.
7. Procedures for maintaining Record Documents.
8. Temporary utilities and facilities/storage and staging facilities
9. Safety and first aid procedures and responsibilities.
10. Security Procedures/responsibilities
11. Insurance and bonds
12. Close out, Substantial and Final completion

1.05 Progress Meetings

- A. Scheduling: Meetings shall be conducted at least monthly throughout the construction 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/Construction Manager, as appropriate
 - c. Project Inspector/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
 - h. Subcontractors and suppliers as appropriate to the agenda

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 three 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.

1.06 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, documentation of work completed, 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. At each bi-weekly progress meeting a 21 day look ahead schedule will be provided and reviewed by the Project Manager. Once reviewed it will be used to update the Baseline Schedule.
- E. The Contractor is responsible for determining the sequence of activities, the time estimates of the activities and the means, methods, techniques, and procedures to be employed for each assignment given to the Contractor. The Schedule of Record shall represent the Contractor's best judgment of how it will execute the Work (for each assignment) 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, for the initial assignment and subsequent assignments 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, and completion dates.
 - 5. Responsibility for each activity.
 - 6. Labor resources
 - 7. 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.
8. 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.
 9. A tabular report listing all predecessor and successor activities for each activity.
 10. A legible time scaled network diagram.
 11. 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.
 12. Contractor shall submit ONE (1) 11" x 17" colored copies and one (1) electronic copy of all Schedules.
 13. 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.
- D. Activities and milestones to appear on the Schedule Submittal shall include, but not be limited to, duration and work planned for all assignments, bi-weekly progress meetings, submittals, Owner/Program Manager reviews impacting the Work, preconstruction documentation such as site work, coordinating to avoid impacts to other utilities and restoration, , progress meetings, equipment delivery and usage coordination,, inspections, completion dates of assignments 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 submittal, activities should be incorporated to reflect: preparation of the submittal, and review by Program Manager (based on ten (10) work days).
- 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 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 easement clearing activities for the subsequent report period plus a three week look ahead.
 3. Critical items such as Emergency assignments
 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.

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 01420
INSPECTION OF WORK**

PART 1 – GENERAL

1.01 SECTION INCLUDES

- A. This section includes guidelines for the inspection of contract work.

1.02 QUALIFICATIONS AND REQUIREMENTS

- A. The Program Manager shall have the right of access to and inspection of the work at all times. Materials, equipment, and products shall be subject to the Program Manager's review as specified herein.
- B. The Program Manager is responsible for general surveillance of the work on behalf of the County. The Program Manager is not responsible for means, methods, sequences, or procedures or for safety precautions and programs in connection with the work. The Program Manager is not responsible for supervision of the work and shall not give instruction to the Contractor's personnel as to methods of executing the work. The Program Manager is not responsible for the Contractor's failure to carry out the work in accordance with the Contract Documents.
- C. Any government representative or other individual identified by the County shall have access to the work wherever it is in preparation or progress. The Contractor shall provide proper facilities for such access and inspection.

1.03 RESPONSIBILITY OF THE CONTRACTOR

- A. The Contractor is responsible for all materials, equipment, methods, and procedures in execution of the work.
- B. The Contractor shall correct, to the satisfaction of the Program Manager, any work or material found to be defective or of deficient quality. Such corrections shall be made by the Contractor at no additional expense to the County.

1.04 RIGHT OF ENTRY

- A. Representatives of DeKalb County, the Environmental Protection Division of the Georgia Department of Natural Resources, and the U.S. Environmental Protection Agency and others, as may be identified by the County, shall have access to the work wherever it is in preparation or progress. The Contractor shall provide proper facilities for such access and inspection.

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. Contractors and subcontractors or 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 subcontractors and 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 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 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.

VISITOR'S NAME (PRINT)	SIGNATURE	Company Name	Date	IN	OUT

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 01600

MATERIAL AND EQUIPMENT

PART 1 – GENERAL

1.01 SECTION INCLUDES

- A. This section includes requirements of material and equipment incorporated into the work including, but not limited to:
 - 1. Contractor to conform to applicable specifications and standards.
 - 2. Materials and equipment are to comply with size, make, type and quality specified, or as specifically approved in writing by the Program Manager.
 - 3. Manufactured and Fabricated Products:
 - a. Products shall be suitable for service conditions.
 - b. Equipment capacities, sizes and dimensions shown or specified shall be adhered to unless variations are specifically approved in writing.
 - 4. Contractor is not to use material or equipment for any purpose other than what it is designed or is specified for.

1.02 RELATED SECTIONS

- A. General Conditions of the Agreement
- B. Section 01010: Summary of Work.
- C. Section 01300: Submittals.

1.03 DELIVERY, STORAGE AND HANDLING

- A. Arrange deliveries of Products in accord with work schedules; coordinate to avoid conflict with work and conditions at the site.
 - 1. Deliver Products in undamaged condition, in manufacturer's original containers or packaging, with identifying labels intact and legible.
 - 2. Immediately upon delivery, inspect shipments to assure compliance with requirements of Contract Documents and approved submittals and the Products are properly protected and undamaged.
- B. Handle materials and equipment by methods to prevent soiling or damage to Products or packaging.
- C. Store Products in accord with manufacturer's published instructions, with seals and labels intact and legible.
 - 1. Store Products subject to damage by the elements in weathertight enclosures.
 - 2. Maintain temperature and humidity within the ranges required by manufacturer's instructions.
- D. Exterior Storage:

1. Store fabricated products above the ground, on blocking or skid, to prevent soiling or staining. Cover products subject to deterioration with impervious sheet coverings while providing adequate ventilation to avoid condensation.
 2. Store loose granular materials in a well-drained area on solid surfaces to prevent mixing with foreign matter or other stored materials
- E. Arrange storage in a manner to provide easy access for inspection. Make periodic inspections of stored products to assure the Products are maintained under specified conditions and free from damage or deterioration.
- F. Protection After Installation: Provide substantial coverings and all other necessary provisions required to protect installed Products from damage from traffic and subsequent construction operations. Remove when no longer needed.

1.04 SUBMITTALS

- A. The Bidder shall submit a separate substitution request for each product, supported with complete data, with drawings and samples as appropriate, including (as applicable) and in conformance with Specification 01300, Submittals, and the General Requirements.

1.05 RESPONSIBILITY FOR ADHERING TO MANUFACTURER'S INSTRUCTIONS

- A. When Contract Documents requires that the storage, monitoring and protection of materials or the installation of work shall comply with manufacturer's printed instructions, obtain and distribute copies of such instructions to parties involved in the installation, including two copies to Program Manager. All such instructions shall be provided prior to arrival of material or equipment and shall be a part of the submittal.
1. Maintain one set of complete instructions at the job site during installation and until completion.
 2. Keep digital copies available for distribution in PDF format.
- B. Handle, install, connect, clean. Condition, protect and adjust products in strict accord with such instructions and in conformance with specified requirements.
1. Should job conditions or specified requirements conflict with manufacturer's instructions, consult with Program Manager for further instructions immediately.
 2. Do not proceed with work Without clear instructions from the Program Manager.
- C. Perform work in accord with manufacturer's published instructions. Do not omit any preparatory step or installation procedure unless specifically modified or exempted by Contract Documents.

PART 2 – PRODUCTS

2.01 PRODUCT OPTIONS

A. Products List

Within 10 working days submit to Program Manager a complete list of major products proposed to be used, with the name of the manufacturer and the installing subcontractor. This list shall be submitted with the complete schedule of submittals and submittal log as stipulated in the Specifications.

B. Contractor's Options:

1. For Products specified only by reference standard, select any product meeting the standard.
2. For Products specified by naming several products or manufacturers, select any one of the products or manufacturers named within the specifications.
3. For Products specified by naming one or more Products or manufacturers and "or equal", Contractor must submit a request for substitutions for any Product or manufacturer not specifically named.
4. For Products specifically identified herein by a manufacturer's name, model, or catalog number and the words "or equal" or "or approved equal" do not follow the manufacturer's name, only such items may be used in the Base Bid, except as hereinafter provided:
 - a. Products of the Contractor's choice may be offered as substitutions to such specified products in accordance with the General Requirements.
 - b. Substitute products must be accompanied by full descriptive and technical data for products proposed.
 - c. The Contractor must first confirm that the substitute product is of comparable character to the specified item. Unless otherwise specified within this division, the Program Manager will not approve or disapprove any substitute products before the bids are opened.
 - d. Any impacts or changes to other trades as a result of the use of substitute products will be the responsibility of the Contractor submitting these products. The Bidder shall include in his bid all additional construction and re-design costs associated with that substitute product including but not limited to mechanical, electrical, plumbing, fire protection, civil, architectural, structural, and instrumentation changes.
 - e. In the event the Program Manager does not allow the product for use as a substitute, then the product item as specified shall be furnished for the amount indicated in the Base Bid.

- f. It is the Contractor's responsibility to show all work in design parameters to prove product substitution is equal or superior than specified.

2.02 PRODUCT SUBSTITUTIONS

A. General

1. Allowance of substitute products does not constitute a waiver of the specifications.
2. Substitute products may be deemed equal provided the equal product is the same or better than the product specified in function, performance, reliability, quality. and general configuration.
3. Determination of "equal" in reference to the project design requirements will be made solely by the Program Manager.
4. No substitute equipment will be considered unless, in the opinion of the Program Manager, it conforms to the Contract Drawings and Specifications in all respects, except for make, manufacturer and minor details.
5. Should the Bidder propose substitute products, he shall notify the Program Manager in writing, after the award of the contract and prior to initiating construction, of all dimensional, mechanical, electrical, instrumentation, and structural changes and/or requirements for the substitute product, including relationships between the substitute product and other products or facilities and shall reimburse the Program Manager through the Owner for any associated redesign and/or construction drawings or specifications modifications.
6. Reimbursement for the Engineer's redesign work and any other costs resulting from consideration of substitutions shall be at the Contractor's expense.

B. Contractor's Representations:

A request for a substitution represents the Contractor:

1. Has investigated the proposed Product and determined it is equal to or superior in all respects to that specified.
2. Will provide the same warranties or bonds for the substitution as for the Product specified.
3. Will coordinate the installation of an accepted substitution into the work, and make such other changes, as may be required, to make the work complete in all respects.
4. Waives all claims for additional cost, under his responsibility, which may subsequently become apparent.

- C. Program Manager will review requests for substitutions with reasonable promptness, and notify Contractor. in writing, of the decision to accept or reject the requested substitution.

PART 3 – EXECUTION

(Not Used)

END OF SECTION

**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 documentation of inspections performed during execution of the work.
 - 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. A list of items to be completed or corrected (hereinafter referred to as a "Punch List").
 - 3. All executed work orders signed and accepted by the Program Manager.
 - 4. 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 easement clearing
 - 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 "clean" state until Date of Substantial Completion. .
 - 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. Benchmarks

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

SECTION 02111 EASEMENT CLEARING

PART 1 – GENERAL

1.01 SECTION INCLUDES

- A. The Work to be performed under this specification shall include all services necessary to provide clearing of vegetation, tree removal, stump removal, debris removal, and application of herbicide. Services shall include but are not limited to labor, materials, equipment, supervision, insurance, licenses, and permits necessary to perform the Work.
- B. All Work shall be completed in a safe manner and shall comply with all governing safety regulations including but not limited to those set forth by OSHA. Adequate barricades and other site access controls shall be in place and maintained around areas where Work is ongoing and where materials and equipment are stored.
- C. Sewer Easement Clearing Operations shall be coordinated with temporary and permanent erosion and sedimentation control procedures.

1.02 RELATED SECTIONS

- A. Section 01015 – Control of Work
- B. Section 02276 – Site Restoration and Erosion Control
- C. Section 02485 – Sodding
- D. Section 02486 – Seeding
- E. Section 02542 – Silt Fence

1.03 DEFINITIONS

- A. **Bush Hogging:** Use of a rotary cutter to trim grass and light brush up to one (1) inch in diameter.
- B. **Light Clearing:** This includes trimming or clearing of vegetation, removal of trees of sizes up to four (4) inches in diameter, and removal of debris
- C. **Medium Clearing:** This includes trimming and clearing of vegetation of sizes up to 16 inches in diameter and removal of debris
- D. **Heavy Clearing:** This includes trimming and clearing of vegetation, removal of trees of sizes up to 36 inches in diameter, and removal of debris.
- E. **Selective Tree Removal:** This includes cutting of selected trees only to ground level.
- F. **Application of Herbicide:** This includes application of chemical herbicide to manage undesirable woody stemmed species.

1.04 GENERAL REQUIREMENTS

- A. Contractor shall coordinate all Work so that DeKalb County services are not adversely impacted. Work shall not interfere with critical operations.

- B. Contractor shall perform the Work required in a professional manner without undue delay. DWM reserves the right to inspect and monitor the Work.
- C. In the event that extra Work not specified in the minimum specifications or specifically listed in the Bidder's Unit Price Form is required, such Work must be duly authorized in advance and in writing by DWM. Verbal approval between DWM representatives and contractor's agents shall not be binding.
- D. DWM shall set forth the Work to be done, but may or may not choose to have a DWM representative present during the Work. Contractor shall furnish all necessary insurance, permits, licenses, transportation, supplies, equipment, labor, supervision, project management, and expertise to perform the Work with ancillary tasks including but not limited to chipping, bailing, mulching, and disposal to landfill to be included in the unit prices bid. Unit prices shall further include mobilization, demobilization, clean-up, travel, profit, overhead, and all other costs necessary to perform the Work.
- E. Only subcontractors included in the Bid shall be allowed to perform the Work under this contract, unless specifically approved otherwise by DWM.
- F. The Contractor shall be solely responsible for the methods, techniques, and procedures to be used to fulfill the terms of the Scope of Work. Further, the Contractor shall be solely responsible for control and supervision of Contractor's employees during performance of the Work.

1.05 **SITE CONDITION STANDARDS**

- A. Contractor shall be responsible for maintaining a hazard-free Work area in compliance with OSHA regulations. Contractor shall erect appropriate barricades and signs to safely control pedestrian traffic around the job site.
- B. Contractor shall be responsible for providing potable water and toilet facilities to its employees at remote sites.
- C. Contractor shall be responsible for daily removal of mud, brush, and other debris from paved driveways, sidewalks, parking lots, and public roads as Work progresses.
- D. No spikes shall be used in climbing of trees unless it has been determined that the tree is to be removed.

1.06 **STANDARDS, PERMITS, CERTIFICATES, AND LICENSES**

Contractor shall be responsible for obtaining and paying for all permits, certifications, and licenses required by Federal, State, County, and local agencies necessary to perform the Work. Contractor must comply with applicable regulatory agency requirements during performance of the Work. The Contractor shall hold such permits for the duration of the Project. Certifications and licenses must be effective and in place at the time the Bid is submitted and maintained throughout the term of the Contract.

1.07 **OSHA CERTIFICATION REQUIREMENT**

Contractor shall be required to certify that all employees subject to performance of the Work have successfully completed an OSHA approved course in construction safety at least 10 hours in duration. Contractors are required to maintain records of all OSHA 10-hour training

and to provide proof to the various agencies governing the Work. This requirement also applies to all subcontractors and hired equipment operators.

1.08 SUBMITTALS

- A. Prior to beginning the Work, the Contractor shall submit to the Owner's Representative the following documentation regarding the experience and qualifications of the Contractor's personnel assigned to the Project:
 - 1. Documentation confirming that the Project Manager and/or Supervisor of field crews has at least five (5) years of experience managing projects of similar size and scope as that described for the Project. The documentation shall further confirm that the Project Manager and/or Supervisor has thorough experience with industry best practices and techniques for landscape maintenance including hardscapes and plant species.
 - 2. Records for all employees subject to performance of the Work certifying that they have successfully completed an OSHA approved course in construction safety of at least 10 hours in duration.
- B. The Contractor shall submit a Chemical Brush Control Plan to the County Representative fifteen (15) days within the date of the Notice to Proceed or ten (10) days prior to application of chemical, whichever comes first. The Plan will include: herbicide name, rate of application or spray volumes, acceptable dates of application, mixing instruction, any special application techniques, timing considerations, safety considerations, reference to label instructions, and other instructions requested by the County Representative. The Contractor shall not start work unless such plan is reviewed and approved by the County Representative.
- C. The Contractor shall submit to the Owner's Representative a schedule for completing each work order.
- D. The work order schedule must be submitted to the Owner's Representative ten (10) working days prior to beginning easement clearing.
- E. The work order schedule must be approved by the Owner's Representative before the Contractor can begin Work.
- F. Copies of all permits required for clearing operations shall be provided to the Owner's Representative prior to beginning work.
- G. Certificate of confirmation by the Contractor that all equipment will comply with all local, state and federal noise, emission and environmental requirements and that any piece of equipment found not in compliance will be immediately shut down and removed from the site.
- H. Plan for approved fuel storage areas, if applicable.

PART 2 – PRODUCTS

2.01 EQUIPMENT

- A. Resources used by the Contractor shall include but not be limited to crew workers, equipment operators, climbers, foreman, flagman, all tools, transportation, safety equipment, rigging, ladders, and single or dual-person bucket truck with reach of fifty-five (55) feet.

- B. Blades on all equipment shall be kept sharp. Blades showing excessive wear or damage shall not be used. Brakes on all equipment shall be properly maintained and operative. All mowing equipment shall be equipped with proper safety devices such as guards to prevent equipment from ejecting rocks and debris.
- C. In application of herbicide, the Contractor shall use only non-restrictive and environmentally friendly herbicides that comply with all applicable federal, state and local laws and regulations.

PART 3 – EXECUTION

3.01 WORK ORDERS

- A. The Owner shall direct performance of the Work on an "as-needed" basis through the issuance of work orders identifying the boundaries of the easements subject to clearing. Generally, the easement boundaries extend between five (5) to ten (10) feet on each side of the center of the County wastewater main.
- B. Easement locations to be scheduled for clearing shall vary from wet, low lying areas next to creeks and streams, to easements in developed areas, to easements on sloped embankments, to easement clearing work at County facilities.
- C. Easements may or may not have been previously cleared.
- D. Easement clearing work shall be rated by the Owner's Representative as one of the following: bush hogging, light clearing, medium clearing, or heavy clearing. All ratings shall include hand clearing around utility structures, stream banks and other obstructions.
- E. Prior to performance of the Work for each work order issued, the Owner's Representative and the Contractor shall review the site to determine the items and quantities of Work to be performed. The items and quantities of Work to be performed shall be determined by the Owner's Representative and shall be a combination of the following such that it results in the lowest cost to complete the work order.
 - 1. Easement rating (bush hogging, light clearing, medium clearing, heavy clearing)
 - 2. Quantity and sizes of trees considered for selective clearing
- F. If the Contractor disagrees with items and quantities defined by the Owner's Representative for the work order, the disagreement must be presented in writing to the Owner's Representative for resolution prior to initiation of the Work. The decision of the Owner's Representative shall be final. Initiation and/or completion of a work order by the Contractor shall be considered confirmation by the Contractor of the items of Work and quantities scheduled for the work order by the Owner's Representative.
- G. During the course of completing a work order, should the actual quantities and items of Work to be performed differ from those previously agreed to on the work order, the Contractor shall immediately notify the Owner's Representative. The Contractor shall collect and provide documentation for any additional Work performed. Documentation shall include but not be limited to the collection of photographs documenting the site conditions before and after performance of the Work and drawings indicating the dimensions or quantities of the additional Work performed.

Payment for any additional Work performed shall be subject to review and approval by the Owner's Representative of the documentation provided. Submission of insufficient documentation may result in disapproval of payment for the additional work deemed by the Contractor to have been performed. The decision of the Owner's Representative regarding the items and quantities of additional Work performed shall be final.

3.02 INSTALLATION AND EXECUTION

- A. Contractor shall give priority for scheduling of service to DWM, especially during emergency efforts to clear storm damage and debris.
- B. The Contractor shall be responsible for the following;
 - 1. Cutting of grass and other vegetation to ground level
 - 2. Tree cutting and removal from site including the removal of trees felled prior to performance of the Work
 - 3. Removal of debris accumulated on site
- C. Construction areas shall be maintained in a neat, orderly, and workmanlike appearance at all times.
- D. All vegetation including trees and stumps shall be cut laterally to ground level. No stubs or stumps will be allowed to remain above ground level that could cause personal injury or damage to County vehicles fitted with standard street tires. The height of cut applies to mechanical as well as hand cleared areas.
- E. All debris and vegetation shall be removed from the easement. Vegetation may be mulched and spread onsite only with prior approval by the Owner's Representative. Costs associated with mulching and spreading shall be included in the unit prices bid for performance of the Work. Should mulching of vegetation be approved, the following shall apply:
 - 1. The Owner's Representative must approve the quality of the mulch prior to being spread.
 - 2. The mulch shall be uniformly spread on the easement.
 - 3. The thickness of the mulch shall be less than four (4) inches.
- F. Materials to be cleared and removed from the easement shall include, but are not limited to, the following: trees, stumps, roots, brush, trash, organic matter, paving, miscellaneous structures, and debris.
- G. Surface rocks and boulders shall be grubbed from the soil and removed from the site.
- H. Use of explosives for clearing is not permitted.
- I. All holes or cavities resulting from the removal of stumps, rocks, and debris shall be filled with crushed rock or other suitable material and compacted to the same density as surrounding material.
- J. Cleared easements shall be graded and smoothed to remove ground disturbances such as ruts and mounds caused during performance of the Work.
- K. Burning or burying onsite shall not be permitted.

- L. A four (4) foot buffer shall be left along stream banks unless otherwise approved by the Owner's Representative. This four (4) foot buffer shall be omitted from the work order quantities scheduled for payment
- M. The Contractor shall provide a method for creek crossing as required for his/her equipment and return crossing to its original condition after easement clearing is completed.
- N. Precautionary measures to prevent damage to features designated to remain are considered part of the Work. Paint required for cut or scarred surface of trees or shrubs selected for retention shall be an asphaltum based paint prepared especially for tree surgery and approved by the Owner's Representative.
- O. Trees, limbs, and stumps shall be cut laterally as close to ground level as feasible and removed from the site to a County approved landfill. Trees, limbs, and stumps may only be left in place or mulched only upon prior authorization from the Owner's Representative.
- P. All debris including trees, stumps, roots, brush, trash, and organic matter to be removed the easement site shall be transported and disposed of at a County approved landfill in accordance with Federal, State, County and municipal regulations. The Contractor shall be required to provide documentation regarding the disposal location associated with each work order. Costs associated with debris removal such as landfill disposal charges shall be included in the unit prices bid for performance of the Work.
- Q. For the purposes of size estimates and determining the governing unit price for performance of the work, the tree's diameter shall be measured at a nominal height of 48 inches from the ground.
- R. Any tree, regardless of size, which splits into multiple trunks up to a height of eight (8) feet from the ground, shall be considered as two (2) trees. Trees, which split past eight (8) feet from the ground, shall be considered as one (1) tree.
- S. The Contractor shall be qualified and trained for application of herbicide. He shall have the knowledge of principles, practices and procedures of vegetation control; knowledge of materials, methods, equipment used in weed and brush control and herbicide chemical application; knowledge of Federal, State and Local Laws regarding herbicide chemical application. The Contractor shall apply herbicides on areas as directed by the Engineer. Should re-growth, re-sprouting, or reoccurrence of brush is observed after initial application, the Contractor shall re-treat spots or areas that need retreatment without additional cost to the County. The Contractor shall include in his Plan the period of effectiveness of the treatment he chooses.

3.03 PUBLIC NOTIFICATION

- A. Public notification is critical and compliance with the public notification criteria is a prerequisite for sanitary sewer easement clearing, especially when conducting clearing activities in easements which pass through private property. Notification must be provided to all property occupiers/owners likely to be affected including residential, commercial and institutional (schools, hospitals, nursing homes, etc.) in accordance with Specification 01041.

3.04 GRASSING

The Contractor shall implement appropriate measures and take sufficient care to avoid damage to grassed areas. Damaged or disturbed areas shall be graded, smoothed, and either seeded or sodded in accordance with Specification Sections 02485 and 02486. The Owner's Representative shall determine whether seeding or sodding is appropriate based onsite conditions.

3.05 DOCUMENTATION OF EXISTING CONDITIONS

- A. Contractor shall collect photographic and video evidence necessary to document easement conditions prior to clearing. The photographic and video evidence shall include, at a minimum, the following items adjacent to and within the easement to be cleared which may be impacted by the Contractor's operations:
 - 1. landscape shrubbery, ornamental trees, and other types of landscape vegetation
 - 2. landscape ornaments and structures
 - 3. Utility structures including but not limited to manholes, valves, and utility poles
 - 4. Other structures including but not limited to buildings, mailboxes, fencing, and walls
- B. The documentation shall be sufficient in detail to confirm the condition and location of all features.

3.06 PROTECTION OF LANDSCAPING, UTILITIES AND PROPERTY

- A. Whenever shrubs, trees not already identified for removal, or other types of landscape vegetation other than grass are encountered within an easement, the Contractor shall make a request for removal to the Owner's Representative forty-eight (48) hours in advance of removal. The Owner's Representative shall notify the affected property owner and provide instruction to the Contractor concerning removal. Until approval is provided by the County, the Contractor shall not begin removal.
- B. The Contractor shall take extreme care in moving landscape features and shall re-establish these features as directed by the Owner's Representative. The Contractor shall also photographically document these features prior to disturbance or clearing. This documentation shall be sufficient in detail to confirm the condition and location of all features.
- C. Contractor shall secure fence openings made as a result of this contract to prevent access to easements or sites secured with fencing. Contractor shall remove and re-install fence systems as necessary to perform the Work and shall replace components of fence systems damaged by the Contractor with new material of equal or better quality and in accordance with the manufacturer's instructions for the specified fence type.
- D. Where tree limbs interfere with utility wires, or where the trees to be felled are in close proximity to utility wires, the tree shall be taken down in sections to eliminate the possibility of damage to the utility.

- E. Any Work pertaining to the security or location of utility poles shall comply with the requirements of the appropriate utility. All activities shall be coordinated with the utility owner.
- F. Certain items require performance by hand, meaning no heavy equipment or machinery is allowed, in order to prevent erosion and to protect residential properties, manholes, stream banks and other infrastructure.
- G. Any streets, roadways, sidewalks, utilities, structures, ground planting, trees or other property that may be damaged as a result of the Work shall be properly repaired or duly replaced by the Contractor at the Contractor's expense to the satisfaction of the Owner.
- H. Costs associated with removal and replacement and/or repair of fencing and other landscape items shall be the responsibility of the Contractor and shall be included in the unit prices bid.

3.07 TRAFFIC CONTROL

When working on municipal streets, proper roadway signage shall be in use at all times. If, in the opinion of DWM, the tree work being performed represents a potential danger to passing traffic, the contractor shall, at his expense, institute traffic control measures as directed by the engineer or County police department Traffic control measures may include, but not be limited to, additional signage, flagmen or the temporary detouring of traffic. Traffic control devices shall be in good condition and shall conform to the "Manual on Uniform Traffic Control Devices" (MUTCD).

Contractor shall contact the Georgia Department of Transportation to determine whether permits will be required when work approaches a public highway and shall obtain any and all permits required at the Contractor's expense. Contractor shall be responsible for providing basic traffic control at each jobsite as part of their bid. However, on large projects involving multiple trees or large trees over 24-inches in diameter along public highways, additional teams or individuals may be required. Contractor and County personnel shall meet on-site to jointly determine whether need exists for extra traffic control or job requirements. Upon prior approval, Contractor may use more than one standard team in larger-than-usual jobs.

3.08 EMERGENCY RESPONSE

- A. The Contractor shall be required to have a Project Manager available on a 24-hour basis that is assigned to provide direct and prompt attention to requests from DWM for emergency and after-hours easement clearing requests.
- B. Contractor shall acknowledge emergency calls at any time within two (2) hours of the initial call by DWM.
- C. The Contractor's Project Manager shall visit the site, as soon as possible after acknowledging the emergency call, to assess the scope of the emergency work and determine the staff and the resources needed to respond.
- D. The response time for the easement clearing crew to arrive on-site for emergency work shall not exceed four (4) hours.
- E. Failure to meet the emergency response requirements may result in a penalty for each occurrence. The penalty shall be determined based upon actual damages incurred by DWM resulting from Contractor's failure to adequately provide emergency response.

3.09 CLOSEOUT

- A. Upon completion of clearing of an easement, the Contractor shall complete and return the work order along with appropriate documentation to the Owner's Representative.

END OF SECTION

SECTION 02276
SITE RESTORATION AND EROSION CONTROL

PART 1 – GENERAL REQUIREMENTS

1.01 SECTION INCLUDES

- A. The work specified in this Section consists of providing, maintaining and removing temporary erosion and sedimentation controls as necessary.
- B. Temporary erosion controls include, but are not limited to, Best Management Practices (BMP's) such as: grassing, mulching, netting, and watering, and reseeding on-site surfaces and spoil and borrow area surfaces and providing interceptor ditches at ends of berms and at those locations ensuring the erosion during construction will be either eliminated or maintained within acceptable limits as established by the Program Manager, Local Issuing Authority and State.
- C. Temporary sedimentation controls include, but are not limited to, Best Management Practices (BMP's) such as: silt fencing, silt dams, temporary sediment traps, check dams, temporary inlet sediment traps, barriers, rock filter dams, temporary creek crossings, diversion ditches, tree protection fencing, and appurtenances at the foot of sloped surfaces ensuring the sedimentation pollution will be either eliminated or maintained.

1.02 RELATED SECTIONS

- A. Section 02485: Sodding
- B. Section 02486: Seeding

1.03 REFERENCES

- A. Clean Water Act
- B. Georgia Building Code
- C. Any Soil Erosion and Sediment Control Ordinances in force by the local Government.
- D. State of Georgia, Department of Transportation, Standard Specifications.
- E. Manual for Erosion and Sediment Control in Georgia, latest edition.
- F. Georgia Erosion and Sedimentation Control Act
- G. Georgia Water Quality Control Act

1.04 QUALIFICATIONS AND REQUIREMENTS

- A. Provide effective temporary erosion and sediment control measures during construction or until final controls become effective.

- B. Erosion, Sedimentation and Pollution Control shall be performed in accordance with Georgia's NPDES Permit No. GAR 100001, 100002, or 100003, as applicable, and as detailed in the drawings.

PART 2 – PRODUCTS

2.01 EROSION CONTROL

- A. Mulch
- B. Temporary grass seed
- C. Permanent grass seed
- D. Sod
- E. Dust control
- F. Slope stabilization blankets
- G. Flocculants and coagulants
- H. Tackifiers
- I. Stream bank stabilization products
- J. Slope stabilization products:
 - 2. Rolled Erosion Control Products (RECPs): A natural fiber blanket with single or double photodegradable or biodegradable nets.
 - a. Blankets shall be non-toxic to vegetation, seed, or wildlife. At a minimum, the plastic or biodegradable netting shall be stitched to the fibrous matrix to maximize strength and provide for ease of handling.
 - b. Products shall be determined to be non-toxic in accordance with EPA-821-R-02-012.
 - 3. Hydraulic Erosion Control Products (HECPs): shall utilize straw, cotton, wood or other natural based fibers held together by a soil binding agent working to stabilize soil particles. Paper mulch should not be used for erosion control.
 - a. HECPs shall be prepackaged from the manufacturer. Field mixing of performance enhancing additives will not be allowed. Fibrous components should be all natural or biodegradable.
 - b. Products shall be determined to be non-toxic in accordance with EPA-821-R-02-012.

2.02 SEDIMENTATION CONTROL

- A. Bales - clean, seed free cereal hay type.
- B. Netting - fabricated of material acceptable to the County.

- C. Filter stone - No. 57 - crushed stone.
- D. Filter media sock, silt fencing (Type NS or Type S).
- E. Tree protection fencing.

PART 3 – EXECUTION

3.01 GENERAL

- A. All erosion control measures are to be installed per the requirement listed in the construction documents as well as defined with Georgia's Manual for Erosion and Sediment Control, latest edition. *GSWCC Field Manual for Erosion and Sedimentation Control in Georgia* – latest edition.

3.02 VEGETATIVE MEASURES

- A. Erosion control should be addressed in the planning stages of all proposed land-disturbing activities. While erosion is difficult to control completely, methods to reduce it are practical, affordable, and cost effective. Erosion control techniques shall be used on all areas exposed for a prolonged period of time, including areas that will be paved or built upon in the future. Various types of vegetative practices are used for erosion control. The time-line for the implementation of various vegetative practices is as follows:
- B. Mulch, temporary vegetation, or permanent (perennial) vegetation shall be completed on all exposed areas within 14 days after disturbance.
- C. **Ds1 - Disturbed Area Stabilization (With Mulching Only)** Mulching can be used as a singular erosion control method on areas at rough grade. Mulch can be an option for up to six months provided the mulch is applied at the appropriate depth (depending on type of mulch used), anchored, and has a continuous 90% cover or greater of the soil surface. Maintenance shall be required to maintain appropriate depth, anchorage, and 90% cover. If an area will remain undisturbed for greater than six months, permanent (perennial) vegetation shall be used.
- D. **Ds2 - Disturbed Area Stabilization (With Temporary Seeding)** Temporary vegetation may be employed instead of mulch if the area will remain undisturbed for less than six months.
- E. **Ds3 - Disturbed Area Stabilization (With Permanent Vegetation)** Permanent (perennial) vegetation or sod shall be used immediately on areas at final grade. Permanent (perennial) vegetation shall be used on rough graded areas to be undisturbed for more than six months.
- F. **Ds4 - Disturbed Area Stabilization (With Sodding)** may be used in place of Ds3.
- G. **"Stabilization"** of an area is accomplished when 70% of the surface area is covered in a uniform, vegetative cover (permanent or temporary) or anchored mulch of the appropriate thickness with 90% coverage. "Final stabilization" means all soil disturbing activities at the site have been completed, and for unpaved areas and areas not covered by permanent structures and areas located outside the waste

disposal limits of a landfill cell certified by EPD for waste disposal, 100% of the soil surface is uniformly covered in permanent vegetation with a density of 70% or greater, or landscaped according to the Plan (uniformly covered with landscaping materials in planned landscaped areas), or equivalent permanent stabilization measures.

H. **Permanent (perennial) vegetation** shall consist of: planted trees, shrubs, perennial vines; a crop of perennial vegetation appropriate for the time of year and region; or a crop of annual vegetation and a seeding of target crop perennials appropriate for the region, such that within the growing season a 70% coverage by perennial vegetation shall be achieved.

1. For linear construction projects on land used for agricultural or silvicultural purposes, final stabilization may be accomplished by stabilizing the disturbed land for its agricultural or silvicultural use.
2. For the purposes of this specification, permanent vegetation is used synonymously with perennial vegetation. Perennial vegetation is plant material that lives continuously from year to year although it may have a dormant season when the leaves and possibly the stems “die back” to the ground. No vegetative planting can technically be considered permanent. Annual vegetation is plant material lives for only one growing season. This type of vegetation is typically used for temporary establishment due to its quick germination. Some perennial vegetation can be used for temporary stabilization.

I. Slope Stabilization

1. It is the intention of this specification to allow interchangeable use of RECPs and HECs for erosion protection on slopes. The project engineer should select the type of erosion control product best fitting the need of the particular site.
 - a. Installation and stapling of RECPs and application rates for the HECs shall conform to manufacturer’s guidelines for application.
 - b. Products shall have a maximum C-factor (ASTM D6459) for the following slope grade:

Slope (H:V)	C-Factor (max.)
3:1 or greater	0.080

2. RECPs will be categorized as follows:
 - a. Short term (functional longevity 12 mos.)
 - i. Photodegradable: Straw blankets with a top and bottom side photo degradable net. The maximum size of the mesh shall be openings of ½” X ½”. The blanket should be sewn together on 1.5” centers with degradable thread. Minimum thickness should be 0.35” and minimum density should be 0.5 lbs. per square yard.
 - ii. Biodegradable: Straw blanket with a top and bottom side biodegradable jute net. The top side net shall consist of machine direction strands that are twisted together and then interwoven with cross direction strands (leno weave). The

bottom net may be leno weave or otherwise to meet requirements. The approximate size of the mesh shall be openings of 0.5" X 1.0". The blanket should be sewn together on 1.5" centers with degradable thread. Minimum thickness should be 0.25" and minimum density should be 0.5 lbs. per square yard.

- b. Extended term (functional longevity 24 mos.)
 - i. Photodegradable: Blankets that consist of 70% straw and 30% coconut with a top and bottom side photodegradable net. The top net should have ultraviolet additives to delay breakdown. The maximum size of the mesh shall be openings of 0.65" X 0.65". The blanket should be sewn together on 1.5" centers with degradable thread. Minimum thickness should be 0.35" and minimum density should be 0.6 lbs. per square yard.
 - ii. Biodegradable: Blankets that consist of 70% straw and 30% coconut with a top and bottom side biodegradable jute net. The top side net shall consist of machine direction strands that are twisted together and then interwoven with cross direction strands (leno weave). The bottom net may be leno weave or otherwise to meet requirements. The approximate size of the mesh shall be openings of 0.5" X 1.0". The blanket should be sewn together on 1.5" centers with degradable thread. Minimum thickness should be 0.25" and minimum density should be 0.65 lbs. per square yard.
- c. Long-term (functional longevity 36 mos.)
 - i. Photodegradable: Blankets that consist of 100% coconut with a top and bottom side photodegradable net. Each net should have ultraviolet additives to delay breakdown. The maximum size of the mesh shall be openings of 0.65" X 0.65". The blanket should be sewn together on 1.5" centers with degradable thread. Minimum thickness should be 0.3" and minimum density should be 0.5 lbs. per square yard.
 - ii. Biodegradable: Blankets that consist of 100% coconut with a top and bottom side biodegradable jute net. The top side net shall consist of machine direction strands that are twisted together and then interwoven with cross direction strands (leno weave). The bottom net may be leno weave or otherwise to meet requirements. The approximate size of the mesh shall be openings of 0.5" X 1.0". The blanket should be sewn together on 1.5" centers with degradable thread. Minimum thickness should be 0.25" and minimum density should be 0.5 lbs. per square yard.
- d. **Site Preparation:** After the site has been shaped and graded to the approved design, prepare a friable seedbed relatively free from clods and rocks more than one inch in diameter, and any foreign material preventing contact of the soil stabilization mat with the soil surface. Surface must be smooth to ensure proper contact of blankets or matting to the soil surface. If necessary, redirect any runoff from the ditch or slope during installation.

- i. **Maintenance:** All erosion control blankets and matting should be inspected periodically following installation, particularly after rainstorms to check for erosion and undermining. Any dislocation or failure should be repaired immediately. If washouts or breakage occurs, reinstall the material after repairing damage to the slope or ditch. Continue to monitor these areas until they become permanently stabilized.

3.03 SEDIMENTATION CONTROL

- A. Install and maintain silt fencing, silt dams, traps, barriers and all other appurtenances as shown on the approved descriptions and working drawings. Hay bales, silt fencing, filter socks, and other BMP's which deteriorate and filter stone which is dislodged shall be replaced when needed.
- B. Install and maintain temporary stream crossings as indicated in the Manual for Erosion and Sediment Control in Georgia, and as modified in these specifications.
- C. Install and maintain riprap for all erosion and sediment control methodologies as indicated in the Manual for Erosion and Sediment Control in Georgia and as specified or modified in the Contract Documents.

3.04 ACCEPTANCE

- A. Should any of the temporary erosion and sediment control measures employed fail to produce results complying with the requirements of the State, immediately take whatever steps are necessary to correct the deficiency within the limits defined in the NPDES permit and the GSWCC Manual for Erosion and Sediment Control Georgia latest edition.
- B. For a product or practice to be approved as slope stabilization, that product or practice must have a documented C-factor of 0.080.

3.05 DOCUMENTATION

Contractor shall monitor, report and retain records as required by the GA NPDES Permit No. GAR 100001, 100002, or 100003, as applicable. Attached to the end of this section are the minimal, but not limited to, reports which should be performed and maintained. The following are the attached reports:

- A. Daily Inspection Report
- B. Daily Rainfall Monitoring Report
- C. Weekly Inspection Report
- D. Stormwater Monitoring Data
- E. Monthly Inspection Report
- F. Inspection Summary Report for violations and corrective actions.

G. Erosion and Sedimentation Control Inspection Report

END OF SECTION

Daily Inspection Report

Inspection performed by certified personnel each day construction activity occurs on-site

Project Information	
Date:	Project Name:
Project Location:	
Inspection Observations	
Rainfall within past 24 hours (inches):	Is rainfall greater than 0.5"? Inspection Required <input type="checkbox"/>
Inspection Observations	
Petroleum Product Storage Areas: Are all of the temporary and permanent controls contained in Plan in place? <input type="checkbox"/> Yes <input type="checkbox"/> No If no, describe the location(s) of deficiencies and corrective actions that must be taken.	
Vehicle Entrances and Exits: Is there tracking of sediment from locations where vehicles enter and leave the project? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, describe the location(s) and the corrective actions that must be taken.	
Other Observations	
Is an Erosion, Sedimentation and Pollution Control Plan revision required? <input type="checkbox"/> Yes <input type="checkbox"/> No Date of revision:	
Corrective Actions and Date:	

Signature of Certified Personnel

Printed Name of Certified Personnel

Weekly Inspection Report

Inspection performed by certified personnel at least once every seven calendar days and within 24 hours of the end of a storm that is 0.5 inches or greater

Project Information

Date:	Project Name:
Project Location:	
Name of Inspector:	

Inspection Event

Regular weekly inspection: <input type="checkbox"/>	Inspection within 24 hours of 0.5" storm event <input type="checkbox"/>
---	---

Inspection Observations

Disturbed areas that have not undergone final stabilization:

Are all of the temporary and permanent controls contained in Plan in place and properly maintained? Yes No

If no, describe the location(s) of deficiencies and corrective actions that must be taken.

Corrective Action Taken and Date:

Material storage areas exposed to precipitation:

Are all of the temporary and permanent controls contained in Plan in place and properly maintained? Yes No

If no, describe the location(s) of deficiencies and corrective actions that must be taken.

Corrective Action Taken and Date:

Discharge locations or points.

Are erosion control measures preventing impacts to receiving waters? Yes No

If no, describe observations:

I certify that all sampling and analysis was conducted as per the Plan. _____
(Signature of Certified Personnel)

Monthly Inspection Report

Inspection performed by certified personnel at least once per month

Project Information	
Date:	Project Name:
Project Location:	
Inspection Observations	
Rainfall within past 24 hours (inches):	Is rainfall greater than 0.5"? Inspection Required <input type="checkbox"/>
Inspection Observations	
Areas that have undergone final stabilization: Are all permanent stabilization controls contained in Plan in place? <input type="checkbox"/> Yes <input type="checkbox"/> No If no, describe the location(s) of deficiencies and corrective actions that must be taken.	
Other observations: Are pollutants entering the drainage system or receiving waters? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, describe the location(s) and the corrective actions that must be taken. Are all erosion and sediment control measures operating properly? <input type="checkbox"/> Yes <input type="checkbox"/> No If no, describe the location(s) and the corrective actions that must be taken.	
Other Observations	
Is an Erosion, Sedimentation and Pollution Control Plan revision required? <input type="checkbox"/> Yes <input type="checkbox"/> No Date of revision:	
Corrective Actions and Date:	

Signature of Certified Personnel

Printed Name of Certified Personnel

Inspection Summary

Site: _____

LDA No. _____

Map Site	Violation	First Date	Date Corrected

Site Inspection Report

Erosion and Sedimentation Inspection Report

Maintain Reports on-site

Site:	Date:	Time:
Inspector:	Accompanied By:	
Stage of Construction:		
Site:		
Observation:		
Recommendations:		
Contractor's Corrective Action (and Date):		
Site:		
Observation:		
Recommendations:		
Contractor's Corrective Action (and Date):		

SECTION 02485 SODDING

PART 1 – GENERAL

1.01 SECTION INCLUDES

- A. This section includes the Contractor's responsibility to furnish all labor, materials, equipment, and incidentals necessary to place sod and maintain all sodded areas disturbed by the Contractor's operations.
- B. Work includes all soil preparation, soil additives, and the storage, transportation, placing, and maintenance of sod at all locations as required or as directed by the Program Manager.
- C. Ds3 and Ds4 Requirements for Regulatory Compliance

1.02 RELATED SECTIONS

- A. Section 02276: Site Restoration and Erosion Control

1.03 SUBMITTALS

- A. Product labels/data sheets.
- B. Certification of sod; include source and harvest date of sod, and sod seed mix.

1.04 DELIVERY, STORAGE, AND PROTECTION

- A. Sod:
 - 1. Do not harvest if sod is excessively dry or wet to the extent survival may be adversely affected.
 - 2. Harvest and deliver sod only after laying bed is prepared for sodding.
 - 3. Roll or stack to prevent yellowing.
 - 4. Deliver and lay within 64 hours of harvesting.
 - 5. Keep moist and covered to protect from drying from time of harvesting until laid.

1.05 WEATHER RESTRICTIONS

- A. Perform Work under favorable weather and soil moisture conditions as determined by accepted local practice.

1.06 GUARANTEE

- A. Establish an acceptable growth of the specified sod on all areas as directed by the Program Manager.

- B. An area is considered acceptable if the majority of each piece of sod is alive and healthy and generally free from weeds, insects, and disease.
- C. The Contractor is responsible for watering, weeding, and mowing, the sod during the maintenance period.

1.07 MAINTENANCE SERVICE

- A. Begin maintenance immediately after each area is planted and continue for a period of 60 days after all planting under this section is completed.
- B. Perform maintenance operations during maintenance period to include:
 - 1. Watering: First 2 weeks water daily, thereafter keep surface moist.
 - 2. Washouts: Repair by filling with topsoil, liming, fertilizing, and resodding.
 - 3. Mowing: Mow to 2 inches after grass height reaches 3 inches, and mow to maintain grass height from exceeding 3-1/2 inches.
 - 4. Resod unsatisfactory areas, or portions thereof, immediately at the end of the maintenance period if a satisfactory stand has not been produced.

PART 2 – PRODUCTS

2.01 SOD

- A. New sod consisting of live, dense, well rooted growth; well suited for the intended purpose and soil conditions; completely free of noxious weeds and grasses (crab grass, quack grass, Johnson grass, Canada thistle); and containing less than 5 plants of objectionable weeds per 100 square feet.
- B. Obtain all sod from an approved nursery with a Georgia Live Plant license.
- C. Replacement sod will match existing lawn grass type.

2.02 FERTILIZER

- A. Commercially manufactured, Grade 10-10-10; furnished in standard containers clearly marked with the name, weight, and guaranteed analysis of the contents and ensuring proper protection in transportation and handling; and in compliance with all local, state, and federal fertilizer laws.

2.03 AGRICULTURAL LIMESTONE

- A. Containing a minimum of 85 percent calcium carbonate and magnesium carbonate combined, 85 percent of which passes a No. 10 mesh sieve.

PART 3 – EXECUTION

3.01 PREPARATION

- A. Place sod as soon as practical after its removal from point of origin. Keep it moist while displaced.
- B. Scarify each area to be sodded a minimum of 2 inches and remove stones larger than 3/4 inch in any dimension.
- C. Before beginning sodding operations in any area, complete placing the topsoil and final grading, and have the area approved by the Program Manager.

3.02 APPLICATION

- A. Set sod between April 1 and October 31 and when the soil is in a workable condition. If weather is acceptable to the Program Manager, the dates may be extended beyond those stated.
- B. Do not set sod out of season unless soil conditions are favorable and written permission is obtained from the Program Manager.
- C. During times when sodding cannot be conducted, erosion control and silt fences shall be placed and maintained. If property owner and the Program Manager agree, seeding may be substituted for sodding.
- D. Apply fertilizer and agricultural limestone uniformly over the sod bed at the rates shown below. Immediately prior to placing sod, water the sod bed until it is saturated to a depth of 1 inch, and keep it moist until the sod is placed.
 - 1. Fertilizer: 15 pounds per 1,000 square feet of 10-10-10.
 - 2. Agricultural Limestone: 40 pounds per 1,000 square feet.
- E. Lay sod to form a solid mass with tightly fitted joints. Butt ends and sides of sod strips; to not overlap. Stagger strips to offset joints in adjacent courses. Work from boards to avoid damage to subgrade or sod. Tamp or roll lightly to ensure contact with subgrade. Work sifted soil into minor cracks between pieces of sod; remove excess to avoid smothering of adjacent grass. Lay sod on slopes with short dimension running up and down.
- F. Saturate sod with fine water spray within 2 hours of planting. During first week, water daily or more frequently as necessary to maintain moist soil to a minimum depth of 1-1/2 inches below sod.
- G. Two weeks after the sod is installed, top dress and thoroughly water it. Top dressing shall consist of the following:
 - 1. 1/2 to 1 Pound: 38 percent urea formaldehyde per 1,000 square feet.
 - 2. 20 Pounds: 6-12-12 per 1,000 square feet.

3.03 MAINTENANCE

- A. Begin maintenance immediately after sodding and continue until final acceptance of the Contract.
- B. Maintain lawns for not less than three mowings or 60 days, whichever is longer.
- C. Maintain lawns by watering, fertilizing, weeding, mowing, trimming, and other operations, such as rolling, re-grading and replanting, as required to establish an acceptable lawn, smooth and free of stones, weeds, and eroded or bare areas.
- D. The standard of acceptability for bare areas is no larger than 3 inches in any dimension, nor greater than 5 percent of the lawn.

3.04 INSPECTION

- A. The Program Manager shall inspect the sod within 30 days after installation and determine if it is acceptable.
- B. The Program Manager will again review the sod for acceptance 30 and 60 days after installation. This acceptance by the County is for the purposes of payment only.

3.05 PROTECTION

- A. No equipment, material storage, construction traffic, etc., will be permitted on newly sodded areas.

3.06 CLEANING

- A. Dispose of all surplus material in compliance with all applicable laws and regulations and in accordance with contract requirements.

END OF SECTION

SECTION 02486 SEEDING

PART 1 – GENERAL

1.01 SECTION INCLUDES

- A. This section includes the Contractor's responsibility to furnish all labor, materials, equipment and incidentals necessary and place seed and maintain all seeded areas as specified herein including all areas disturbed by the Contractor's operations.
- B. Ds3 and Ds4 Requirements for Regulatory Compliance

1.02 RELATED SECTIONS

- A. Section 02276: Site Restoration and Erosion Control

1.03 SUBMITTALS

- A. Product labels/data sheets
- B. Seed: Certification of seed analysis, germination rate, and inoculation:
 - 1. Certify each lot of seed has been tested by a testing laboratory certified in seed testing, within 6 months of date of delivery, Include with certification:
 - a. Name and address of laboratory
 - b. Date of test
 - c. Lot number for each seed specified
 - d. Test Results: (i) name, (ii) percentages of purity and of germination, and (iii) weed content for each kind of seed furnished
 - 2. Mixtures: Proportions of each kind of seed
- C. Seed Inoculant Certification: Bacteria prepared specifically for legume species to be inoculated

1.04 DELIVERY, STORAGE, AND PROTECTION

- A. Furnish in standard containers with seed name, lot number, net weight, percentages of purity, germination, and hard seed and maximum weed seed content, clearly marked for each container of seed.
- B. Keep dry during storage.

1.05 WEATHER RESTRICTIONS

- A. Perform work under favorable weather and soil moisture conditions as determined by accepted local practice.

1.06 GUARANTEE

- A. Secure an acceptable growth of grass in all areas designated for seeding
- B. An area is considered acceptable if it is represented by a minimum of 100 seedlings per square foot of the permanent species of grass representative of the seed mixture. If an acceptable growth is not obtained on the first planting, reseeding and remulching will be required
- C. If the planting is less than 50 percent successful, rework the ground, refertilize, reseed, and remulch the entire area.

1.07 MAINTENANCE

- A. Begin maintenance immediately after each area is planted and continue until final acceptance of the Contract.
- B. Maintenance is necessary to help establish a good healthy uniform growth over the entire seeded area. Maintenance to be performed includes the following:
 - 1. Watering: First 2 weeks every day, thereafter keep surface moist.
 - 2. Washouts: Re-grade and re-seed at the Contractor's expense until good sod is established.
 - 3. Mulch: Replace wherever and whenever washed or blown away
 - 4. Mowing:
 - a. Mow to 2 inches after grass height reaches 3 inches, and mow to maintain grass height from exceeding 3-1/2 inches.
 - b. Mowing should not be performed during the quail nesting season (May to September)
 - 5. Rake clippings and leaves, and appurtenances until the project is completed.

PART 2 – PRODUCTS

2.01 MATERIALS

- A. Products and applications to match Contract application period and meet manufacturers' recommendations.
- B. Fertilizer shall be a complete commercial fertilizer. It shall be delivered to the site in the original unopened containers each showing the manufacturer's guaranteed analysis of the contents and that ensure proper protection in transportation and handling, and in compliance with all local, state, and federal fertilizer laws. Store fertilizer, so when used, it shall be dry and free flowing.
- C. Lime shall be ground limestone containing not less than 85 percent calcium and magnesium carbonates.
- D. Seed shall be from the same or previous year's crop; each variety of seed shall have a percentage of germination not less than 90, a percentage purity of not less than 85, and shall have not more than one percent weed content.

- E. The mixture for lawn areas shall consist of seed proportioned by weight as indicated on the drawings.
- F. Seed Quality:
1. The term “pure live seed” is used to express the quality of seed and is not shown on the label. Pure live seed, PLS, is expressed as a percentage of the seeds that are pure and will germinate. Information on percent germination and purity can be found on seed tags. PLS is determined by multiplying the percent of pure seed with the percent of germination; i.e.,
$$(PLS = \% \text{ germination} \times \% \text{ purity})$$

EXAMPLE:

Common Bermuda seed

70% germination, 80% purity

$PLS = 70\% \text{ germination} \times 80\% \text{ purity}$

$PLS = 56\%$
 2. The percent of PLS helps you determine the amount of seed you need. If the seeding rate is 10 pounds PLS and the bulk seed is 56 % PLS, the bulk seeding rate is:
$$10 \text{ lbs. PLS/acre} = 17.9 \text{ lbs. /acre}$$

56% PLS
 3. You would need to plant 17.9 lbs. /acre to provide 10 lbs. /acre of pure live seed.

PART 3 – EXECUTION

3.01 PREPARATION

- A. Soil samples to be obtained to determine lime requirements.
- B. Lime shall be applied at the rate as shown on the drawings.
- C. Agricultural lime is required at the rate of one to two tons per acre unless soil tests indicate otherwise. Graded areas require lime application. If lime is applied within six months of planting permanent perennial vegetation, additional lime is not required. Agricultural lime shall be within the specifications of the Georgia Department of Agriculture.
 1. Lime spread by conventional equipment shall be “ground limestone.” Ground limestone is calcitic or dolomitic limestone ground so 90 percent of the material will pass through a 10-mesh sieve, not less than 50 percent will

- pass through a 50-mesh sieve, and not less than 25 percent will pass through a 100-mesh sieve.
2. Fast-acting lime spread by hydraulic seeding equipment should be “finely ground limestone” spanning from the 180 micron size to the 5 micron size. Finely ground limestone is calcitic or dolomitic limestone ground so 95 percent of the material will pass through a 100-mesh sieve.
 3. It is desirable to use dolomitic limestone in the Sand Hills, Southern Coastal Plain and Atlantic Coast Flatwoods MLRAs.
 4. Agricultural lime is generally not required where only trees are planted.
 5. Initial fertilization, nitrogen, topdressing, and maintenance fertilizer requirements for each species or combination of species shall be followed.
- D. Fertilizer shall be applied at the rate as shown per the drawings or at minimum follow the guidelines within the Georgia Manual for Erosion and Sediment Control latest edition.

3.02 INSTALLATION

- A. With the exception of temporary grassing, grading and shaping shall be at final grade prior to seeding (hydraulic or otherwise). Vertical banks shall be sloped to enable plant establishment.
1. When conventional seeding and fertilizing are to be done, grade and shape where feasible and practical, so equipment can be used safely and efficiently during seedbed preparation, seeding, mulching and maintenance of the vegetation.
 2. In residential or commercial mowed and/or landscaped areas, grading will include raking and grubbing to remove unwanted materials.
 3. Concentrations of water will cause excessive soil erosion and shall be diverted to a safe outlet. Diversions and other treatment practices shall conform to the appropriate standards and specifications.
- B. The subgrade of all areas to be seeded shall be raked and all rubbish, sticks, roots and stones larger than 2 inches shall be removed.
- C. When a hydraulic seeder is used, seedbed preparation is not required. When using conventional or hand-seeding, seedbed preparation is not required if the soil material is loose and not sealed by rainfall.
1. When soil has been sealed by rainfall or consists of smooth cut slopes, the soil shall be pitted, trenched or otherwise scarified to provide a place for seed to lodge and germinate.
- D. Lime shall be spread evenly over surface and thoroughly incorporated with loam by heavy raking to at least 2 inches deep at a rate determined by soil samples to match Contract.
- E. When hydraulic seeding equipment is used, the initial fertilizer shall be mixed with seed, inoculant (if needed), and wood cellulose or wood pulp fiber mulch and applied in a slurry. The inoculant, if needed, shall be mixed with the seed prior to being

placed into the hydraulic seeder. The slurry mixture will be agitated during application to keep the ingredients thoroughly mixed. The mixture will be spread uniformly over the area within one hour after being placed in the GSWCC (Amended - 2013) 6-89 hydro seeder.

1. Finely ground limestone can be applied in the mulch slurry or in combination with the top dressing.
 2. When conventional planting is to be done, lime and fertilizer shall be applied uniformly in one of the following ways:
 - a. Apply before land preparation so it will be mixed with the soil during seedbed preparation.
 - b. Mix with the soil used to fill the holes, distribute in furrows.
 - c. Broadcast after steep surfaces are scarified, pitted or trenched.
 - d. A fertilizer pellet shall be placed at root depth in the closing hole beside each pine tree seedling.
- F. Fertilizer shall be uniformly spread and immediately mixed with the upper 2 inches of the soil.
- G. Seeding
1. Hydraulic Seeding
Mix the seed (inoculated if needed), fertilizer, and wood cellulose or wood pulp fiber mulch with water and apply in a slurry uniformly over the area to be treated. Apply within one hour after the mixture is made.
 2. Conventional Seeding
Seeding will be done on a freshly prepared and firmed seedbed. For broadcast planting, use a culti-packer-seeder, drill, rotary seeder, other mechanical seeder, or hand seeding to distribute the seed uniformly over the area to be treated. Cover the seed lightly with 1/8 to 1/4 inch of soil for small seed and 1/2 to 1 inch for large seed when using a cultipacker or other suitable equipment.
 3. No-Till Seeding
No-till seeding is permissible into annual cover crops when planting is done following maturity of the cover crop or if the temporary cover stand is sparse enough to allow adequate growth of the permanent (perennial) species. No-till seeding shall be done with appropriate no-till seeding equipment. The seed must be uniformly distributed and planted at the proper depth.
- H. Mulching
- Mulching is required for all permanent vegetation applications. Mulch applied to seeded areas shall achieve 75% to 100% soil cover. When selecting mulch, design professionals should consider the mulch's functional longevity, vegetation

establishment enhancement, and erosion control effectiveness. Select the mulching material from the following and apply as indicated:

1. Dry straw or dry hay of good quality and free of weed seeds can be used. Dry straw shall be applied at the rate of 2 tons per acre. Dry hay shall be applied at a rate of 2 1/2 tons per acre.
2. Wood cellulose mulch or wood pulp fiber shall be used with hydraulic seeding. It shall be applied at the rate of 500 pounds per acre. Dry straw or dry hay shall be applied (at the rate indicated above) after hydraulic seeding.
3. One thousand pounds of wood cellulose or wood pulp fiber, which includes a tackifier, shall be used with hydraulic seeding on slopes 3/4:1 or steeper.
 - a. Sericea Lespedeza hay containing mature seed shall be applied at a rate of three tons per acre.
 - b. Pine straw or pine bark shall be applied at a thickness of 3 inches for bedding purposes. Other suitable materials in sufficient quantity may be used where ornamentals or other ground covers are planted. This is not appropriate for seeded areas.
 - c. When using temporary erosion control blankets or block sod, mulch is not required.
 - d. Bituminous treated roving may be applied on planted areas, slopes, in ditches or dry waterways to prevent erosion. Bituminous treated roving shall be applied within 24 hours after an area has been planted. Application rates and materials must meet Georgia Department of Transportation specifications.

Wood cellulose and wood pulp fibers shall not contain germination or growth inhibiting factors. They shall be evenly dispersed when agitated in water. The fibers shall contain a dye to allow visual metering and aid in uniform application during seeding.

- I. Immediately following this presentation the seed shall be uniformly applied and lightly raked into the surface. Lightly roll the surface and water with a fine spray. Seed shall be sown in a favorable season, as approved by the Program Manager.
- J. Wildlife plantings should be included in critical area plantings.

END OF SECTION

SECTION 02542
SILT FENCE

PART 1 – GENERAL

1.01 SECTION INCLUDES

The work covered by this Section consists of furnishing all materials, equipment, and labor and performing all operations in connection with the construction of the Silt Fence System in accordance with the Contract Documents.

1.02 RELATED SECTIONS

- A. Section 01300: Submittals
- B. Section 02276: Site Restoration and Erosion Control

1.03 QUALIFICATIONS

- A. Contractor and Applicator shall have all state erosion control certifications and be active at the time of installation.
- B. Installation shall be by an experienced applicator approved by the manufacturer of the material supplied.
- C. Applicator shall have a minimum of one year experience.
- D. Submit written proof of qualifications to the Program Manager.
- E. The woven fiber filter and appurtenances specified under this Section shall be furnished by a manufacturer who is fully experienced, reputable, and qualified in the manufacture of the fabric furnished. The woven fiber filter and all related appurtenances shall be designed, constructed and installed with the best practices and methods.

1.04 SUBMITTALS

- A. Furnish sample 36 by 36 inches for each fabric, as specified in Section 01300.
- B. Furnish composite filter media sock sample 36 inches in length.
- C. Final acceptance of fabric and socks shall be contingent upon approval of samples.
- D. Furnish an affidavit that all materials comply with these Specification requirements.
- E. State erosion control certifications.

1.05 DELIVERY, STORAGE AND HANDLING

- A. Prevent damage during delivery and handling.

- B. Store all fabric in undamaged condition as packaged by the manufacturer, with manufacturer's seals and labels intact.
- C. Store all materials in a clean, dry storage area.
- D. Do not store fabric in an upright position.
- E. Storage area temperature shall be maintained above 40 degrees F. with normal humidity.

PART 2 – PRODUCTS

2.01 POST SIZE

Type	Min Length	Type of Post	Size of Post
NS	4'	Soft wood	3" dia or 2x4
		Oak	1.5" x1.5"
		Steel	1.3lb./ft. min
S	4"	Steel	1.3lb./ft. min
		Oak	2"x2"

2.02 FABRIC – Sd1

- A. The filter fabric shall be designed to control water seepage of the fine particle and or soil without clogging under varying water flow conditions, thereby serving as a soil stabilizer.
- B. The filter fabric shall be chemically resistant to prolonged exposure to fresh water, and either alkaline or acidic soil conditions.
- C. Physical Properties: TEST METHOD

1.	Color	Black
2.	Weight, oz./sq. ft.	0.8 ASTM D-1910
3.	Equivalent opening size	70-100 CE-1310
4.	% open area	4-10 CE-1310
5.	Tensile Strength, #	400 x 280 ASTM D-1682
6.	Elongation, %	34 x 32 ASTM D-1682
7.	Trapezoidal tear strength, #	92x 40 ASTM D-2263
8.	Mullen burst, psi	510 ASTM D-751
9.	Puncture Strength, #	150 ASTM D-751-MS
10.	Abrasion resistance	ASTM D-01175-71

Abraded strength, #	80 ASTM D-1682
11. Weather-Ometer strength retention, %	90 ASTM E-42-69
12. Water permeability, water flow rates*, milliliters/min.	
6" head	460-520 Canvas Products
8" head	620-760 Assn.Intern'l
36" head	2510-2790 Test Method (for canvas)

*Water flow perpendicular to fabric

- D. The upper level of the fabric form work edges shall be structured so as to accommodate the type of anchorage to be utilized at that point.
- E. Individual mill-width panels shall be cut to suitable lengths, and the two layers of fabric separately jointed, edge-to-edge, by means of heavy, double-stitched nylon thread. The tensile strength of stitched joints shall not be less than 100 lbs. /inch.

2.03 FASTENERS

	Gauge	Crown	Legs	Staples / Post
Wire Staples	17 min.	3/4" wide	1/2" long	5 min.
	Gauge	Length	Button Heads	Nail/ Post
Nails	14 min.	1"	3/4"	4 min.
Note: Filter Fabric may also be attached to the post by wire, anchors, and pockets or any other method provided minimum P-factor, as required by GSWCC, is met.				

2.04 COMPOST FILTER MEDIA SOCK

- A. Compost used for compost filter sock filler material (filter media) shall be weed free and derived from a well-decomposed source of organic matter. The compost shall be produced using an aerobic composting process meeting CFR 503 regulations including time and temperature data. The compost shall be free of any refuse, contaminants or other materials toxic to plant growth. Non-composted products will not be accepted. Test methods for the items below should follow US Composting

Council Test Methods for the Examinations of Composting and Compost guidelines for laboratory procedures:

1. PH – 5.0-8.0 in accordance with TMECC 04.11-A, “Electrometric pH Determinations of Compost”
2. Particle size – 99% passing in a 2 in (50mm) sieve and a maximum of 40% passing a 3/8 in (9.5mm) sieve, in accordance with TMECC 02.02-B, “ample Sieving for Aggregate Size Classification.” (Note- In the field, product commonly is between ½ in [12.5mm] and 2 in [50mm] particle size.)
3. Moisture content of less than 60% in accordance with standardized test methods for moisture determination.
4. Material shall be relatively free (<1% by dry weight) of inert or foreign man made materials.
5. A sample shall be submitted to the Program Manager for approval prior to being used and must comply with all local, state and federal regulations.

Material Type	Multi-Filament Polypropylene	Multi-Filament Polypropylene
Material Characteristic	Photodegradable	Photodegradable
Mesh Opening	3/8 in (10mm)	1/8 in (3mm)
Tensile Strength (ASTM 5035-95)	44 psi (3.09 kg/cm ²)	202 psi (14.2 kg/cm ²)
% Original Strength from Ultraviolet Exposure (ASTM G-155)	100% at 1000 hr.	100% at 1000 hr.

	12 in (300mm) Diameter
Effective Circumference	38 in (960 mm)
Density (when filled)	32 lbs./ft. (50kg/m)
Air Space	20%
Hydraulic Flow Through Rate	11.3 gpm/ft. (141 L/min/m)
P Factor (RUSLE)	0.1-0.32

PART 3 – EXECUTION

3.01 INSTALLATION

- A. Installation instructions shall be supplied by the manufacturer. The fabric shall be applied in accordance with the manufacturer's recommendations.

- B. The surfaces to be protected shall be prepared and graded to the extent they are normally stable in the absence of erosion forces. All stones, roots, and other waste material exposed on the slopes which could disturb the finished mat profile shall be removed. The fabric shall be positioned over these surfaces.
- C. Construction Specifications
1. The compost filter sock shall be installed according to this specification, as shown on the plans or as directed by the Program Manager. For installation of the compost filter sock see the construction documents.
 - a. Compost filter socks should be installed parallel to the base of the slope or other disturbed area. In extreme conditions (i.e., 2:1 slopes), a second compost filter sock shall be constructed at the top of the slope.
 - b. Stakes shall be installed through the middle of the compost filter sock on 10 ft. (3m) centers, using 2 in (50mm) by 2 in (50mm) by 3 ft. (1m) wooden stakes. In the event staking is not possible, i.e., when compost filter socks are used on pavement, heavy concrete blocks shall be used behind the compost filter socks to help stabilize during rainfall/runoff events.
 - c. Staking depth for sand and silt loam soils shall be 12 in (300mm), and 8 in (200mm) for clay soils.
 - d. Loose compost may be backfilled along the upslope side of the compost filter sock, filling the seam between the soil surface and the device, improving filtration and sediment retention.
 - e. If the compost filter sock is to be left as a permanent filter or part of the natural landscape, it may be seeded at time of installation for establishment of permanent vegetation. The engineer will specify seed requirements.
 - f. Compost filter socks are not to be used in perennial, ephemeral, or intermittent streams.
 2. Maintenance: Sediment shall be removed once it has accumulated to one-half the original height of the barrier. Compost filter socks shall be replaced whenever it has deteriorated to such an extent the effectiveness of the compost filter sock is reduced. Compost filter socks shall remain in place until disturbed areas have been permanently stabilized. All sediment accumulation at the compost filter sock shall be removed and properly disposed of before the compost filter sock is removed.
- D. Silt Fence
1. **Non-sensitive areas**

Sediment barriers being used as Type NS shall have a support spacing of no greater than 6 feet on center, with each driven into the ground a minimum of 18 inches. Type NS sediment barriers shall have a P-factor no greater than 0.045.
 2. **Sensitive areas**

Sediment barriers being used as Type S shall have a support spacing of no greater than 4 feet on center, with each driven into the ground 18 inches. Type S sediment barriers shall have a P-factor no greater than 0.030.

3. **Installation**

- a. Sediment barriers should be installed along the contour.
- b. Temporary sediment barriers shall be installed according to the following specifications as shown on the plans or as directed by the design professional.
- c. Post installation shall start at the center of a low point (if applicable) with the remaining posts spaced no greater than 6 feet apart for Type NS sediment barriers and no greater than 4 feet apart for Type S sediment barriers. For post size requirements, see Table 6-27.2. Fasteners for wood posts are listed in Table 6-27.3.

4. **Static Slicing Method**

The static slicing machine pulls a narrow blade through the ground to create a slit 12" deep, and simultaneously inserts the silt fence fabric into this slit behind the blade. The blade is designed to slightly disrupt soil upward next to the slit and to minimize horizontal compaction, thereby creating an optimum condition for compacting the soil vertically on both sides of the fabric. Compaction is achieved by rolling a tractor wheel along both sides of the slit in the ground 2 to 4 times to achieve nearly the same or greater compaction as the original undisturbed soil. This vertical compaction reduces the air spaces between soil particles, which minimizes infiltration. Without this compaction infiltration can saturate the soil, and water may find a pathway under the fence. When a silt fence is holding back several tons of accumulated water and sediment, it needs to be supported by posts that are driven 18 inches into the soil. Driving in the posts and attaching the fabric to them completes the installation.

5. **Trenching Method**

- a. Trenching machines have been used for over twenty-five years to dig a trench for burying part of the filter fabric underground. Usually the trench is about 2'-6" wide with a 6" excavation. Post setting and fabric installation often precede compaction, which make effective compaction more difficult to achieve. EPA supported an independent technology evaluation (ASCE 2001), comparing three progressively better variations of the trenching method with static slicing method. The static slicing method performed better than two lower performance levels of the trenching method, and was as good as or better than the trenching method's highest performance level. The best trenching method typically required nearly triple the time and effort to achieve results comparable to the static slicing method.
- b. **Along all state waters and other sensitive areas, two rows of Type S sediment barriers shall be used. The two rows Type S should be placed a minimum of 36 inches apart.**

3.02 MAINTENANCE

- A. Sediment shall be removed once it has accumulated to one-half the original height of the barrier. This is extremely important when selecting BMPs with a lower profile.
- B. Sediment barriers shall be replaced whenever they have deteriorated to such an extent that the effectiveness of the product is reduced (approximately six months) or the height of the product is not maintaining 80% of its properly installed height.
- C. Temporary sediment barriers shall remain in place until disturbed areas have been permanently stabilized. All sediment accumulated at the barrier shall be removed and properly disposed of before the barrier is removed.

END OF SECTION