

REQUEST FOR PROPOSAL: SPECIAL INSPECTIONS

To Provide:

**Construction Material Testing (CMT) / Best Management Practices (BMP) Inspections / Storm
Water Monitoring Services**

For:

The City of Brookhaven and Brookhaven City Hall

Located At:

Peachtree Road Northeast, Brookhaven, GA 30319

Proposal Due Date:

July 17, 2023

Bids shall only be accepted online through the Bonfire Portal at:

<https://brookhavenga.bonfirehub.com/projects/view/98251>

Any bid submitted in any other format (email, paper, fax, mail, etc.) will not be accepted.

Open Bid Date: June 15, 2023

Instructions to Offerors:

1. All communications regarding this solicitation must be with the Purchasing Manager, Purina Alexander purina.alexander@brookhavenga.gov
2. All questions or requests for clarification must be sent via Bonfire under Message - Opportunity Q&A: <https://brookhavenga.bonfirehub.com/projects/view/98251>. Questions are due no later than **June 26, 2023, by 5:00pm**. Questions received after this date and time may not be answered.
3. Questions and clarifications will be answered in the form of an addendum. Any addenda, schedule changes, and other important information regarding the solicitation related to this solicitation will be posted on Bonfire website at and it is the Offeror's responsibility to <https://brookhavenga.bonfirehub.com/projects/view/98251> check the Bonfire portal for any addendum or other communications related to this solicitation.
4. The City of Brookhaven reserves the right to reject all bids and to waive technicalities and informalities, and to make an award in the best interest of the City of Brookhaven.
5. The City of Brookhaven is not responsible for any technical difficulties. It is highly recommended that all potential contractors submit their quotes prior to the due date of this solicitation.

PROPOSAL LETTER

We propose to furnish and deliver all the deliverables and services named in the attached Request for Proposal (RFP). The price or prices offered herein shall apply for the period stated in the RFP.

We further agree to strictly abide by all the terms and conditions contained in the City of Brookhaven Vendor Manual as modified by any attached special terms and conditions, all of which are made a part hereof. Any exceptions are noted in writing and included with this bid.

It is understood and agreed that this statement of Proposal and proposal constitutes an offer, which when accepted in writing by Purchasing Office, City of Brookhaven, and subject to the terms and conditions of such acceptance, will constitute a valid and binding contract between the undersigned and the City of Brookhaven.

It is understood and agreed that we have read the City's specifications shown or referenced in the RFP and that this statement is made in accordance with the provisions of such specifications. By our written signature on this proposal, we guarantee and certify that all items included in this statement meet or exceed all such City specifications. We further agree, if awarded a contract, to deliver goods and services which meet or exceed the specifications. The City of Brookhaven reserves the right to reject any or all offers, waive technicalities, and informalities, and to make an award in the best interest of the city.

Brookhaven City Hall – City of Brookhaven
RFP 23-118 - Brookhaven City Hall Inspection
April 24, 2023

It is understood and agreed that this statement of Proposal and proposal should be valid and held open for a period of one hundred twenty (120) days from the opening date.

**PROPOSAL SIGNATURE AND CERTIFICATION
(Proposer to sign and return)**

I certify that this offer is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal for the same materials, supplies, equipment, or services and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of State and Federal Law and can result in fines, prison sentences, and civil damage awards. I agree to abide by all conditions of the proposal and certify that I am authorized to sign this proposal for the proposer. I further certify that the provisions of the Official Code of Georgia Annotated, Sections 45-10-20 et. seq. has not been violated and will not be violated in any respect.

Authorized Signature _____ Date _____

Print/Type Name _____

Print/Type Company Name Here _____

This **CONTRACT** made and entered into this 22nd day of August, 2023, by and between the City of Brookhaven, (Party of the First Part, hereinafter called the “City”), and NOVA Engineering Environment LLC and City of Brookhaven. Party of the Second Part, hereinafter called the “Service Provider” or “Contractor”).

NOW THEREFORE, for and in consideration of the mutual promises and obligations contained herein and under the conditions hereinafter set forth, the parties do hereby agree as follows:

1. Terms:

- The services to be performed under this Contract shall commence on the date hereof. The initial terms of this Contract shall be through December 31, 2023. This Contract shall terminate absolutely and without further obligation on the part of the City on December 31, 2023, and each December 31 of each succeeding and renewed year, as required by O.C.G.A. §36-60-13, as amended, unless terminated earlier in accordance with the provisions of this Contract.

2. Project Information

3. Recommended Inspections

4. Proposal Conditions

5. Request for Proposals (RFP)

- Cover Letter
- Executive Summary
- Evaluation and Selection Criteria
- Submission of RFP

6. Performance:

- Service Provider agrees to furnish all skill and labor of every description necessary to carry out perform, perform the services in accordance with the Contract Documents (the “Work”).

7. Price:

- The City agrees to pay the Service Provider following receipt by the City of a detailed invoice reflecting the actual work performed by the Service Provider, provided, however, Service Provider guarantees that the maximum price for materials, labor and expenses, shall be the amount reflected in Cost Proposal.

8. Indemnification and Hold Harmless:

[See Section 13 of Exhibit A. --- General Conditions]

- Service Provider further agrees to indemnify, and hold harmless the CITY, its council members, officers, and employees from liability for compensation under the Worker’s Compensation Act arising out of injuries sustained by any employee or subcontract of the Service Provider, as

allowed under the law.

9. Termination for Cause:

- The City may terminate this Contract for cause upon ten (10) days prior written notice to the Service Provider of the Service Provider's default in the performance of any term of this Contract. Such termination shall be without prejudice to any City's rights or remedies provided by law.

10. Termination for Convenience:

- The City may terminate this Contract for its convenience at any time upon (30) days written notice to the Service Provider. In the event of the City's termination of this Contract for convenience, the Service Provider will be paid for those services performed. Partially completed performance of the Contract will be compensated based upon a signed statement of completion to be submitted by the Service Provider who shall itemize each element of performance.

11. Termination for Fund Appropriations:

- The City may unilaterally terminate this Contract due to lack of funding at any time by written notice to the Service Provider. In the event of the City's termination of this Contract for fund appropriation, the Service Provider will be paid for those services performed. Partially completed performance of the Contract will be compensated based upon a signed statement of completion to be submitted by the Service Provider which shall itemize each element of performance.

12. Contract Not to Discriminate:

- During the performance of this Contract, the Service Provider will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, age, or disability which does not preclude the applicant or employee from performing the essential functions of the position. The Service Provider will also, in all solicitations or advertisements for employees placed by qualified applicants, consider the same without regard to race, creed, color, sex, national origin, age, or disability which does not preclude the applicant from performing the essential functions of the job. The Service Provider will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Contract so that such provision will be binding upon each subservice provider for standard commercial supplies of raw materials.

13. Assignment:

- The Service Provider 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 consent of the City in writing.

14. Waiver

- A waiver by either party of any breach of any provision, term, covenant, or condition of this Contract shall not be deemed a waiver of any subsequent breach of the same or any other provision, term, covenant, or condition.

15. Severability:

- The parties agree that each of the provisions included in this Contract is separate, distinct and severable from the other and remaining provisions of this Contract, and that the invalidity of any Contract provision shall not affect the validity of any other provision or provisions of this Contract.

16. Governing Law:

- The parties agree that this Contract shall be governed and construed in accordance with the laws of the State of Georgia. This Contract has been signed in DeKalb County, Georgia.

17. Merger Clause:

- The parties agree that the terms of this Contract included the entire Contract between the parties, and as such, shall exclusively bind the parties. No other representations, either oral or written, may be used to contradict the terms of this Contract.

18. Small and Minority Businesses Clause:

- The City of Brookhaven, in maintaining its status as a Welcoming City and City of Ethics commissioned a study of its Social Justice, Race, and Equity practices in the past year. As a result of the study, recommendations have been made to the Brookhaven City Council to enhance and improve upon its efforts in providing opportunities to small and minority businesses in procuring goods and services.

With respect to openness and transparency, the City of Brookhaven encourages all businesses regardless of size and status to engage in the City's procurement process. The City gives equal attention to all submissions and will work with individual firms to ensure that their questions are answered in a timely basis.

IN WITNESS WHEREOF, the parties hereto, acting through their duly authorized agents, have caused this **CONTRACT** to be signed, sealed and delivered.

Signatures on the following page.

Brookhaven, GEORGIA

By: _____

John Arthur Ernst, Jr
Mayor City of Brookhaven, Georgia

ATTEST: _____

Sandra Bryant
City Clerk of Brookhaven, Georgia

APPROVED AS TO FORM:

Jeremy Berry, City Attorney of Brookhaven, Georgia

SERVICE PROVIDER:

Signature _____

Date _____

Print Name _____

Print Title _____

ATTEST:

Signature

Date _____

Print Name _____

Print Title _____

II. Project Information

About Brookhaven City Hall:

The city of Brookhaven identified the Peachtree corridor as the site of the new Brookhaven City Hall. It is designed to transform the MARTA Brookhaven North Line Station into a walkable, bikeable transit center and encourage mixed use development. The site is 1.08 acres with .27 acres to be public plaza space. The street scape is 1500sf and designed to meet Brookhaven’s corridor standards. Public and private parking will be provided in the underground deck and at the surface lots under the MARTA tracks. Fire truck access and drop off is provided along Peachtree Street. Deliveries and emergency access are also provided at the service drive along the east side of the building. The site is currently an unused or underused part of MARTA’s Long-Term Parking program; thus, it is a built-out asphalt parking lot which is nearly 100% impervious.

The City intends to design and construct a signature building to house City Departments, leadership, and the City Council Chambers. Development plans, architectural renderings, building footprints, etc., have not been explored at this time. As part of the City’s sustainability initiative, SUSTAIN BROOKHAVEN, the City wishes to incorporate Better Site Design strategies into the design phase and explore green infrastructure (GI) and low impact development (LID) opportunities that could be built into the development plans and budgets on the front-end of the planning process.

Peachtree Road is the drainage divide between the City’s two main tributaries to the Chattahoochee River, the N Fork Peachtree Creek (NFPC) basin and the Nancy Creek (NC) basin. Most of the MARTA development drains south to upper reaches of unnamed tributaries of the NFPC. Most of the areas that do flow south are routed through several detention areas between Apple Valley Rd and Sylvan Circle. These systems are designed, built, and operated primarily as flood management systems.

While the site slopes to the south, it appears that some portion of the system along Peachtree Road may drain to the north under Peachtree Rd into a Nancy Creek basin system. It’s unknown to what extent MARTA / GDOT runoff is routed through any type of stormwater management system north of Peachtree Road.

As part of the City’s Municipal Separate Storm Sewer System (MS4) inspection program, inspectors have noted that there may be issues with the northern drainage system which could limit the flow capacity of the existing drainage system. The City has also received a small number of complaints related to potential overflow of the privately owned detention system behind the McDonalds / Truist Bank site.

We believe the City’s maintenance responsibility begins at the Brookhaven Green subdivision, where DeKalb County previously took maintenance responsibility for the formally private stormwater collection and management systems adjacent to Brookhaven Dr. Areas upstream, including the MARTA system are owned and maintained by MARTA, the Georgia Department of Transportation (GDOT), and/or the owners

of the shopping center at 3960 Peachtree Rd.

To the south, most, if not all drainage in this area is routed through the MARTA system between Apple Valley Rd and Sylvan Circle and through Fernwood Park. A concurrent watershed study is evaluating existing capacity and overall runoff routing through this system. There are known nuisance flooding issues downstream at the intersection of Cartecay, Ellijay, and Coosawatee Dr.

Some of these offsite issues may experience more positive outcomes once City Hall's new stormwater management system is placed on-line. The City's current stormwater regulations require that redevelopment sites be evaluated as if the pre-construction conditions are in the original natural state and completely undeveloped. Thus, the volume of runoff from the new City Hall site should be greatly reduced merely through the application of current stormwater codes.

The building will include both the city staff office and public spaces. Over 60% of the building will be dedicated to public use. Office areas will be built to class "A" office quality standards. Public spaces will be upfit with premium finishes and materials. The building will be designed to meet LEED Gold, WELL Building GOLD Standards, and to be neuro-inclusive, but certifications are not planned to be sought. Public access is provided from the main entrance at Peachtree Street and from one of the elevators in the parking deck. Visitors will pass by the reception desk before accessing the rest of the building.

The multipurpose room will open into the atrium and the south plaza. The atrium will also serve as an art gallery for rotating exhibits.

The café and catering kitchen on the ground floor will be finished to a warm shell. Room finishes and general lighting will be included. Services including HVAC supply and return will be furnished. The catering Services will be brought to the space and stubbed up.

Public and private traffic will be separated throughout the building and offices spaces will require electronic card access. The third-floor conference room, on the southeast corner, will serve as a safe room complete with Kevlar walls and bullet resistant doors. The dais in the chamber will also include a Kevlar bullet resistant lining.

Exterior materials include granite masonry, cast stone and metal panels. Windows will be curtainwall at the atrium and northwest corner with storefront elsewhere. The dome is made of steel with decorative steel or resin panels. The screen walls will be perforated metal. The rooftop plaza will include elevator pavers and vegetation planters. Live Tree in lobby and Planters at the landings of Monumental Stairs
Railings along the green roof will be decorative metal.

The structural system is type 1A at the parking deck with mass timber type III above. Access flooring is provided on the second and third floor. The monumental stairs are steel with mass timber tread. The railings are glass and ornamental steel.

III. Recommended Inspections

Please include the following inspections in your proposal. These inspections are subject to change as the design process continues to advance forward.

FIELD TESTING

Section 071326 – Self-Adhering Sheet Waterproofing

Air Leakage Site Detection - ASTM E1186 (Bubble Gun)

Frequency

- One test per 100 square feet, include seams and penetrations.

Moisture in Concrete Testing - ASTM D4263

Frequency

- One test per 250 square feet

Section 071413 – Hot Fluid Applied Rubberized Asphalt (Roof, Plaza/Decks)

High Voltage Electronic Leak Detection - ASTM D7877

Frequency

- Roof or Plaza/Decks – Test entire area(s). Testing to be performed in three approximate same size sections as roofing/waterproofing is complete and prior to placing of overburden.

Wet Mil Thickness

Frequency

- During installation wet mill thickness testing to be performed at a minimum of every 200 square feet

Adhesion Test - ASTM D4541 or ASTM D7234, as applicable

Frequency

- One test per 600 square feet

Moisture in Concrete Testing - ASTM D4263

Frequency

- One test per 250 square feet

Section 072726 – Fluid Applied Membrane Air Barrier

Adhesion Test - ASTM D4541 or ASTM D7234, as applicable

Frequency

- One test per 600 square feet

Air Leakage Site Detection - ASTM E 1186 (Bubble Gun)

Frequency

- One test per 300 square feet

Wet Mil Thickness

Frequency

- During installation wet mill thickness testing to be performed at a minimum of every 200 square feet

Section 075564 Green Roof Components

High Voltage Electronic Leak Detection - ASTM D7877

Frequency

- Roof or Plaza/Decks – Test entire area(s). Testing to be performed in two approximately same size sections as roofing/waterproofing is complete and prior to placing of overburden.

Wet Mil Thickness

Frequency

- During installation wet mill thickness testing to be performed at a minimum of every 200 square feet

Adhesion Test - ASTM D4541 or ASTM D7234, as applicable

Frequency

- One test per 600 square feet

Moisture in Concrete Testing - ASTM D4263

Frequency

- One test per 250 square feet

Section 075423 Thermoplastic Polyolefin (TPO) Roofing or Other Single Ply Systems

High Voltage Electronic Leak Detection - ASTM D7877

Frequency

- Roof – Test entire area(s). Testing to be performed in two approximately same size sections as roofing is complete and prior to placing of overburden.

Infrared Scan - ASTM C1153 or Nuclear Scan – (this will depend on type of roof system)

Frequency

- Scan entire Roof at substantial completion.

Section 079200 – Joint Sealants

Adhesion Pull Test - ASTM C1193

Frequency – 10 tests per the first 1000 lineal feet, plus 1 test for every 1000 lineal feet after that for each sealant and substrate combination.

Types of sealant joints to be tested:

- Precast to precast
- Window to precast
- Curtainwall to air precast
- Window to steel/metal flashing
- Penetration at exterior wall

Section – 084413 – Glazed Aluminum Curtain/Window Walls Including Window

Water Spray Test - AAMA 501.2 (Nozzle)

Frequency (minimum 200 lf each)

- 2 tests at 10% complete
- 3 tests at 35% complete
- 3 tests at 70% complete
- 3 tests at 100% complete

Water Penetration – ASTM E1105 (Rack & Chamber Test) & Air Infiltration - ASTM E 783 (Chamber Test) - Performed at same location, successive.

Frequency (size of complete glazed frame unit, each)

- 2 tests at 10% complete
- 3 tests at 35% complete
- 3 tests at 70% complete
- 3 tests at 100% complete

Section 086300 – Metal Framed Skylights/Translucent Panels

Water Penetration – ASTM E1105 (Rack & Chamber Test) & Air Infiltration - ASTM E 783 (Chamber Test) - Performed at same location, successive.

Frequency (size of complete frame, each)

- 2 tests at 10% complete
- 2 tests at 60% complete
- 2 tests at 100% complete

Curved Dome w/Custom Metal Panels – This area appears to need to be water-tight, if so, highly recommend water spray testing

Water Spray Test - AAMA 501.2 (Nozzle)

Frequency (minimum 200 lf each)

- 2 tests at 10% complete
- 3 tests at 35% complete
- 3 tests at 70% complete
- 3 tests at 100% complete

QA FIELD INSPECTIONS

Based on the complexity and variations and the BE systems, we suggest having much enhanced third-party BE QA inspection, heavy periodic of 3 times per week at a minimum. I realize this comes at a cost so also providing a suggested bare minimum.

Installation of BE systems, with number of third-party field QA visits:

- Curtain Wall System – 5 visits
- Green Roof – 3 visits
- Plaza/Deck – 3 visits
- Skylight & Other Roof Areas – 3 visits
- Curved Dome – 3 visits
- Miscellaneous Other Wall Areas – 3 visits
- Subgrade Waterproofing – 3 visits

Special Inspections and Construction Materials Testing

Per IBC Code requirements and GA amendments, the SEOR will issue a Schedule of Special Inspections for the project which will identify the specific items requiring Special Inspections and whether those items require continuous or periodic inspections. The project specifications will identify construction materials testing frequencies and these SI and CMT services should be performed in accordance with the approved construction documents and IBC 2018 requirements.

Based on review of the 50%DD drawings, the items that will likely require Special Inspections and Construction Materials Testing are as follows:

- Earthwork
- Foundations
- Reinforced Concrete
- Post-Tensioned Concrete
- Structural Steel
- Architecturally Exposed Structural Steel
- Cold Formed Metal Framing
- Mass Timber and Wood Framing
- Spray Applied Fireproofing

IV. Proposal Conditions

1. SCOPE OF WORK

The scope of work will include construction materials testing, special inspections, weekly BMP inspections, and mass timber inspections.

2. REGULATIONS

- 2.1 The Service Provides shall comply with all applicable federal, state and local laws, ordinances, rules and regulations pertaining to the performance of the work specified herein.
- 2.2 The Service Provider shall obtain all permits, licenses, and certificates, or any such approvals of plans or specifications as may be required by Federal, State and local laws, ordinance, rules and regulations, for the proper execution of the work specified herein.
- 2.3 During the performance of this Contract, the Service Provider shall keep current and, if requested by the City, provide copies of all licenses, registrations or permits required by applicable governing agencies, The Service Provider shall keep a copy of any and all licenses, registrations and permits on the job site while performing the Contract work.
- 2.4 The Service Provider will comply with the City of Brookhaven’s Financial Management and Purchasing Policies.
- 2.5 Service Provider will complete all work in accordance with all applicable legal requirements, including but not limited to O.C.G.A. § 50-5-63, as applicable.

3. SERVICE PROVIDER’S PERSONNEL

- 3.1 The Service Provider will abide by all State and Federal regulations on wages and hours of an employee dealing with the employment relationship between the Service Provider and its subsidiaries or related parties and its employees, including but not limited to the Federal National Labor Relations Act, the Federal Fair Labor Standards Act, the Federal Civil Rights Act of 1964, as amended, and the Americans with Disabilities Act.

- 3.2 The Service Provider shall require all prospective employees to show proof of citizenship, or proof from the United States Immigration and Naturalization Service of valid entry permits and/or work permits for legal aliens and proof that such legal aliens are eligible to be employed in the United States. This includes any requirement for participation in the DHS e-Verify or SAVE program.
- 3.3 Should the Service Provider engage employees who are illiterate in English, it will be the Service Provider's responsibility and obligation to train such employees to be able to identify and understand all signs and notices in and /or around the areas that relate to them, or the services being performed by them pursuant to this Contract. In addition, the Service Provider will always have someone in attendance who can communicate instructions to said employees.
- 3.4 The Service Provider shall maintain a drug-free workplace within the meaning of the Georgia Drug-free Workplace Act. No employee shall be hired by a Service Provider for work on the City's premises prior to such employee having tested negative for drugs. In addition, existing employees having tested negative for drugs. In addition, existing employees of the Service Provider must be subject to drug testing by the Service Provider upon reasonable suspicion of drug use. Results of all such drug tests are to be retained by the Service Provider. Copies shall be provided to the City, if requested.
- 3.5 The Service Provider shall transfer promptly from the City any employee or employees that the City advises are not satisfactory and replace such personnel with employees satisfactory to the City; but in no event shall the City be responsible for monitoring or assessing the suitability of any employee or agent of the Service Provider.
- 3.6 The Service Provider's employees shall be instructed that no gratuities shall be solicited or accepted for any reason whatsoever from the tenants, customers or other persons at the City.
- 3.7 A valid driver license (Commercial Driver License, if applicable) will be required of all personnel operating motor vehicles or motorized equipment on roadways in or around the City.
- 3.8 While working on city property all Service Provider's employees shall wear neat-appearing attire and footwear of a style that complies with all legal and safety requirements, including and without limitation, the requirements of OSHA.
- 3.9 Designation of Project Manager-the Service Provider shall designate an experienced

Project Manager (“Project Manager”) acceptable to the City for all purpose related to the work. The initial Project Manager shall be (TBD).

- 3.9.1 The Project Manager shall be fully responsible for the Service Provider meeting all of its obligations under this Contract. The Project Manager shall provide the City with an appropriate status report on the progress of the project.
 - 3.9.2 The Project Manager shall be available, as reasonably required, to be on-site during necessary times. Such times shall be discussed between the Project Manager and the City, but the final required times will be the City’s discretion.
 - 3.9.3 In the event that the designated Project Manager terminates employment with the Service Provider or is requested by the City to be removed from the role of Project Manager (as provided in Section 3.5), the position shall be assumed by an individual with equivalent qualifications, experience, and knowledge. Such replacement shall require the City’s prior approval.
- 3.10 The process by which the implementation partner requests the removal of a team member from the project. If a Service Provider replaces a proposed team member, the Service Provider shall replace that team member of similar experience. The City reserves the right to accept or reject any proposed or replacement team member, with or without cause, at any time during the duration of the project.

4. TOOLS AND EQUIPMENT

It shall be the sole responsibility of the Service Provider to provide for all tools, parts, and equipment necessary to perform work under this Contract.

5. PERFORMANCE REQUIREMENTS

- 5.1 The Service Provider shall perform all of its obligations and functions under the Contract in accordance with the Contract specifications and to the standard of care of a reasonable professional that is performing the same or similar work, at the same time and locality and under the same or similar conditions faced by Service Provider (the "Standard of Care").

The Service Provider shall adjust and coordinate its activities to the needs and requirements of the City and perform its activities so as not to annoy, disturb, endanger, unreasonably interfere with, or delay the operations or activities of the City.
- 5.2 The Service Provider’s personnel shall perform work in compliance with all Federal, State, and City of Brookhaven regulations.
- 5.3 Dates for commencement and completion of work shall be coordinated with the City’s Authorized Representative (CAR).
- 5.4 Any work required beyond that which is specified herein shall be reported in advance to

the City. At no time shall work beyond the scope be performed without prior written authorization from the City.

- 5.5 The Service Provider shall utilize maximum safety procedures. Tools and equipment will be in a good state of repair, safe to use, and be used in the manner in which they were intended. The Service Provider is required to inform all workers and concerned persons of the Material Safety Data on all products being utilized on this project. No materials or equipment will be left unattended at any time.

6. CONFIDENTIAL INFORMATION

- 6.1 In the course of performing the Contract work, the Service Provider may gain access to security-sensitive and other sensitive information of the City.
- 6.2 The Service Provider agrees to hold all City data and information in confidence and to make such information known only to its employees and subcontracts who have a legitimate need to know such information and only after advising such persons of the Service Provider's non-disclosure obligations.
- 6.3 The Service Provider shall seek the City's prior written consent before using for any purpose other than the fulfillment of the Service Provider's obligations hereunder, or before releasing, disclosing, or otherwise making such information available to any other person.
- 6.4 The Service Provider shall employ such practices and take such actions to protect the City's information from unauthorized use or disclosure as the Service Provider employs and takes to protect its own information, but in no event shall the Service Provider use less than reasonable efforts to protect the City's information.
- 6.5 The provisions of this Section shall survive the expiration or earlier termination of the Contract.

7. USE OF PREMISES

During the progress of the work specified herein, to the extent any work is performed on the City's premises, the Service Provider shall keep the premises free from accumulation of waste materials, and other debris resulting from, work and about the premises as well as tools, equipment, machinery, and surplus material, and leave the site clean and ready for occupancy by the City.

8. SAFETY AND PROTECTION

The Service Provider shall be solely and completely responsible for initiating, maintaining, and supervising all safety precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to all employees on the worksite

and other persons including, but not limited to, the general public who may be affected thereby. Service Provider shall not be responsible for initiating, maintaining, and supervising any safety precautions for the City's other consultants or contractors.

9. COMPENSATION – INVOICE AND PAYMENT FOR SERVICES

- 9.1 The City shall pay the Service Provider, subject to any authorized deductions, the applicable prices set forth for each service authorized by the City, and delivered or performed by the Service Provider to the satisfaction and acceptance, as appropriate, of the City. The timing of such payments shall be as set forth below in the Section.
- 9.2 The Service Provider shall invoice with such supporting documentation and other backup material as the City may reasonably require. The Service Provider shall provide the Proof of Payment indicating all subcontractors have paid, with each invoice.
- 9.3 The Service Provider shall deliver to the City approval and acceptance, and before eligible for final payment of any amounts due, all documents and material prepared by the Service Provider for the City under this Contract.
- 9.4 The City shall pay the undisputed amount of the Service Provider's invoice, as it may be reduced to reflect unsubstantiated or unsatisfactory service. Items in dispute shall be paid upon the resolution of the dispute. No verification or payment of any amounts invoiced shall preclude the City from recovering any money paid more than that due under the terms of this Contract.
- 9.5 The Service Provider shall be obligated to pay promptly all proper charges and costs incurred by the Service Provider for labor and expenses incurred for the work performed hereunder. The City shall have the right, but not the obligation, to pay directly to third parties (including subcontractors) all past due amounts owed by the Service Provider to third parties for labor and materials used for the work hereunder, based on invoices submitted by such third party, and all such amounts paid by the City shall be applied toward, and shall reduce, amount owed to Service Provider hereunder.
- 9.6 The Service Provider shall submit all invoices with purchase order number to: City of Brookhaven, GA, Accounts Payable, 4362 Peachtree Road NE, Brookhaven, GA 30319.
- 9.7 The Service Provider will agree to comply with the City of Brookhaven's Financial Policies and Purchasing Policy, to the extent applicable.
- 9.8 The Service Provider agrees that the compensation provided herein shall be full and final settlement of all claims arising against Brookhaven for work done, materials furnished, costs incurred or otherwise arising out of this contract and shall release the City from all further claims related to the payment for services and materials furnished in connection with this Agreement.
- 9.9 The Service Provider and City agree that in any event a provision of this Contract pertaining to the time of payment, the rate of payment, and any rates of interest differs

from any provision of the Prompt Pay Act, such provision of the Prompt Pay Act is hereby waived and said Contract provision shall control. The City shall not be responsible for any interest penalty or for any late payment.

10. COMPLIANCE WITH LAWS AND REGULATIONS

- 10.1 The Service Provider shall perform its obligations and functions here under consistent with the Standard of Care to the applicable laws of the United States, the State of Georgia, DeKalb County, the City of Brookhaven, any applicable rules, regulations, or directives of any agency thereof, and the applicable regulations of the City. OSHA rules and regulations shall be always followed. The City shall have the right (but not the obligation) to contest or challenge by any means whatsoever any law, regulation, rule or directive which in any way affects or otherwise impacts upon the Service Provider's performance of its obligations and functions hereunder; the Service Provider shall cooperate to the fullest extent and take whatever action (including becoming a party in any litigation) the City should reasonable request in connection with any such challenge or contest by the City.
- 10.2 The Service Provider shall obtain and keep current all licenses, permits and authorizations, whether municipal, county, state or deferral, required for the performance of its obligations and functions hereunder and shall pay promptly when due all fees, therefore.
- 10.3 The Service Provider shall abide by all applicable state and federal regulations pertaining to wages and hours of an employees; including but not limited to the Service Provider's compliance with requirements of O.C.G.A. 13-10-91 AND Rule 300-104-1-.02.

11. SERVICE PROVIDER'S LIABILITY

The Service Provider shall be responsible for the prompt payment of any fines imposed on the city or the Service Provider by any other federal, state or local governmental agency as a result of the Service Provider's, or its subcontractor's (or the officers' directors', employees' or agents' of either), failure to comply with the requirements of any law or any governmental agency rule, regulation, order or permit. The liability of the Service Provider under this Section 11 is in addition to and in no way a limitation upon any other liabilities and responsibilities which may be imposed by applicable law or by the indemnification provision of Section 12 hereof, and such liability shall survive the expiration or earlier termination of this Contract.

12. INDEMNIFICATION AND INSURANCE

- 12.1 The Service Provider shall, indemnify and hold harmless the City, and the members (including, without limitation, members of the City’s Council, and members of the boards and of the City), officers, employees of each, from damages, losses, or expenses to the extent caused by or resulting from the negligence, recklessness, or intentionally wrongful conduct of the Service Provider or other persons employed or utilized by the Service Provider in the performance of the contract.
- 12.2 In addition to indemnification provisions stated above, if the City’s use of any service, software, firmware, programming, or other item provided by or on behalf of the Service Provider is enjoined due to infringement of another person or entity’s intellectual property rights, the Service Provider shall promptly, at its sole cost and expense, modify the infringing item so that it no longer infringes, procure for the City the legal right to continue using the infringing item, or procure for the City a non-infringing item, or procure for the City a non-infringing replacement item having equal or greater functional capabilities as the infringing item.
- 12.3 The Service Provider shall assume all responsibility for loss caused by neglect or violation of any state, federal, municipal or agency law, rule, regulation, or order. The Service Provider shall give to the proper authorities all required notices relating to its performance, obtain all official permits and licenses, and pay all proper fees and taxes. It shall promptly undertake proper monetary restitution with respect to any injury that may occur to any building, structure or utility as a consequence of its work. The Service Provider will notify the City in writing of any claim made or suit instituted against the Service Provider because of its activities in performance of the Contract.
- 12.4 No recourse under or upon any obligation, covenant or agreement contained in this Contract, or any other agreement or document pertaining to the work or services of the Service Provider hereunder, as such may from time to time be altered or amended in accordance with the provisions hereof, or any judgment obtained against the City, or by the enforcement of any assessment or by any legal or equitable proceeding by virtue of any statute or otherwise, under or independent of this Contract, shall be had against any member (including without limitation members of the City’s Council, or members of the citizens advisory committees of each), any officer, employee or agent, as such, past, present, or future of the City, either directly or through the City or otherwise for any claim arising out of or in connection with this Contract or the work or services conducted pursuant to it, or for any sum that may be due and unpaid by the City. Any and all personal liability of every nature, whether at common law or in equity, or by statute or by constitution or otherwise, of any such member, officer, employee, or agent, as such, to respond by reason of any act or omission on his or her part or otherwise for any claim arising out of or in connection with this Contract or the work or services conducted pursuant to it, or for the payment for or to the City, or any receiver therefore or otherwise, or any sum that may remain due and unpaid by the City, is expressly waived and released as a condition of and in consideration of the execution of this Contract and the promises

made to the Service Provider pursuant to this Contract.

12.5 In any and all claims against the City, or any of their officers, members, agents, servants or employees, by any employee of the Service Provider, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation of the Service Provider under this Section 112 shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefit payable by or for the Service Provider or any subcontractor under Workers' Compensation Acts, disability benefit acts or other employee benefit acts.

12.6 No provisions of Section 12 herein shall be construed to negate, abridge, or otherwise reduce any other right of indemnity that the City may have as to any party or person described therein.

12.7 Insurance

12.7.1 General Liability and Automobile Liability. The Service Provider shall purchase and maintain in force during the term of the Contract, at its own cost and expense, to protect the Service Provider, the City, and the members (including, without limitation, all members of the governing City's Council and the citizens' advisory committees of each), officers agents, and employees of each, from and against any and all liabilities arising out of or in connection with the Service Provider's performance of the Contract work:

(1) Commercial general liability insurance with coverage of not less than ONE MILLION DOLLARS (\$1,000,000.00) combined single limit per occurrence, and with contractual liability coverage for Service Provider's covenants to and indemnification of the City under the Contract, and

(2) Automobile liability insurance with policy limits of not less than ONE MILLION DOLLARS (\$1,000,000.00) combined single limit per accident or occurrence covering each motor vehicle operated on City property.

12.7.1.1 Self-Insured Retention. Service Provider's commercial general liability insurance policies shall not be subject to a self-insured retention exceeding \$250,000, if the value of the Contract is less than \$1,000,000, and not be subject to a self-insured retention exceeding \$250,000, if the Contract is \$1,000,000 or more, unless approved by the City Manager. Service Provider's automobile liability insurance policies shall not be subject to a self-insured retention exceeding \$10,000, unless approved by the City Manager.

12.7.1.2 Additional Insured Endorsement. Service Provider agrees and shall cause the City their member (including, without limitation, members of the City's Council and members of the citizens' advisory committees of each), officers, employees, and agents to be named as additional insured under such policy or

policies of commercial general and automobile liability insurance.

12.7.1.2 Workers' Compensation and Employer's Liability. If the Service Provider has any employee working on City property, Service Provider shall procure and maintain in force during the term of the Contract (i) workers' compensation insurance, and (ii) employer's liability insurance. The policy limits of the Service Provider's employer's liability insurance shall not be less than \$100,000 for "each employee." If the Service Provider is self-insured, the Service Provider shall provide proof of self-insurance and authorization to self-insurance as required by applicable state laws and regulations.

12.7.1.3 Professional Liability Insurance. The Service Provider shall purchase and maintain in force during the term of the Contract, Professional Liability insurance which will pay for damages arising out of errors or omissions in the rendering, or failure to render professional services under the Contract in the amount of at least ONE MILLION DOLLARS (\$1,000,000.00) per claim. Such insurance must contain nose and tail coverage to include work performed by the Service Provider from the project's inception date and until such time as the Statue of Limitations has run for the work done on the project.

12.7.4 Health Insurance. Not applicable.

12.7.5 Garage Liability Insurance. Not applicable.

12.7.6 Garage Keeper's Legal Liability Insurance. Not applicable.

12.7.7 Crime Coverage. Not applicable.

12.7.8 Pollution Liability Insurance. Not applicable.

12.7.9 Other Insurance Requirements. All insurance policies required by this Section

12.7.10 shall provide that they are primary insurance with respect to any other valid insurance the City may possess, and that any other insurance the City does possess shall be considered excess insurance only. All such insurance shall be carried out with a company or companies which meet the requirements of Section 13.2 of these General Conditions and said policies shall be in a form satisfactory to the City. A properly completed and executed Certificate of Insurance on a form provided or approved by the City (such as a current ACORD certificate of insurance) evidencing the insurance coverage required by this Section shall be furnished to the City upon the Service Provider shall provide the City with at least thirty (30) days' prior written notice of any adverse material change in the Service Provider's required insurance coverage except that ten (10) days' notice of cancellation for non-payment is required. For purposes of this Section 12.7.10, and "adverse material change" shall mean any reduction in the limits of the insurer's liability, any reduction, non-renewal or cancellation of any insurance coverage, or any increase in the Service Provider's self-insured retention. Prior to the

expiration of any such policy, the Service Provider shall file with the City a certificate of insurance showing that such insurance coverage has been renewed. If the insurance coverage is canceled or reduced, the Service Provider shall, within five (5) days after such cancellation or reduction in coverage, file with the City a certificate showing that the required insurance has been reinstated or provided through another insurance company or companies approved by the City. If the Service Provider fails to obtain or have such insurance reinstated, the City may, if it so elects, and without waiving any other remedy it may have against the Service Provider, immediately terminate this Contract upon written notice to the Service Provider. The City Manager shall have the right to alter the monetary limits or coverage herein specified from time to time during the term of this Contract, and the Service Provider shall comply with all reasonable requests of the City Manager with respect thereto.

13. LIABILITY INSURANCE

- 13.1 N/A
- 13.2 Liability Insurance Companies furnishing insurance coverage required by these General Conditions shall (a) be approved to issue insurance policies in the State of Georgia, and (b) must have no less that a “B+” Financial Rating and a Financial Size Category of “Class VI” or higher according to the most current edition of A.M. Best’s Insurance Reports. If the liability insurer is rated by A.M. Best’s Insurance Reports at an “A- Financial Rating and a Financial Size Category of “Class VIII” or higher that the City Manager may waive the requirement for the insurer to be approved by the State of Georgia.

14. CONTRACT ADJUSTMENTS

- 14.1 Notwithstanding any provision herein to the contrary, the City reserves the right to modify at any time the nature, method, scope, frequency, or timing of the Service Provider’s obligations under this Contract (Contract Adjustments) in whatever manner it determines to be reasonably necessary for the proper completion of the Service Provider’s work hereunder. Both parties agree that, should any Contract Adjustments be made, the Service Provider’s compensation will be adjusted accordingly, in such amount or amounts as will be mutually agreed to by means of good faith negotiation by the City and Service Provider and, to the extent possible, by reference to any unit costs already established in the Proposal. Without exception, all deletion, or additions to the scope of work will be set forth in a written Amendment to this Contract.
- 14.2 Notwithstanding the foregoing, the City shall have the right to terminate this Contract herein should the Service Provider and the City fail to reach agreement on the adjusted compensation within thirty (30) days after the date of the Contract Adjustment.

- 14.3 Notwithstanding the foregoing, there shall be no upward adjustment of the compensation on account of any Contract Adjustment made necessary or appropriate because of the mismanagement, improper act, or other failure of the Service Provider, its employees, agents, or its subcontractors to properly perform its obligations and functions under this Contract.

15. SUBCONTRACTORS

- 15.1 The Service Provider shall perform all its obligations and functions under this Contract by means of its own employees, or by a duly qualified subcontractor which is approved in advance by the City. Such subcontractor which is an affiliate, parent, or subsidiary company; or had principal owners, relative, management, or employees common to the Service Provider; or any other party that can significantly influence the management or daily business operations of the subcontractor must be disclosed in writing to the City Manager. Goods and services provided by subcontractors which are reimbursed by the City must be bona fide arm's-lengths transactions. In the event a subcontractor is employed, the Service Provider shall continuously monitor the subcontractor's performance, shall remain fully responsible to ensure that the subcontractor performs as required and itself perform or remedy any obligations or functions which the subcontractor fails to perform properly. Nothing contained herein shall be construed to prevent the Service Provider from using the services of a common carrier for delivering goods to the City. The City approves the sub-Service Providers listed in the Request for Proposals.
- 15.2 This Contract shall be referred to and incorporated within any contractual arrangement between the Service Provider and a subcontractor and, in such contractual arrangement; the subcontractor shall give its express written consent to the provisions of this Section 15. To the extent feasible, the provisions of this Contract shall apply to any such subcontractor in the same manner as the apply to the Service Provider. However, such application shall neither make any subcontractor a party to this Contract, nor make such subcontractor a third-party beneficiary hereof.
- 15.3 In the event that the Service Provider employs a subcontractor, then the City may require that copies of invoices for all work (including invoices submitted to the Service Provider for work performed by a subcontractor) shall be submitted to the City by the Service Provider and the City shall pay all compensation to the Service Provider. It shall be the sole responsibility of the Service Provider to deal with a subcontractor with respect to the collection and submission of invoices and the payment of compensation. In no event shall the City have any obligation or liability hereunder to any subcontractor, including, in particular, any obligations of payment.

16. DEFAULT AND TERMINATION

16.1 In the event that:

- 16.1.1 the Service Provider shall fail to keep, perform or observe any of the promises, covenants or agreements set forth in this Contract (provided that notice of the first failure shall have been given to the Service Provider, but whether or not the Service Provider shall have remedied any such failure); or
- 16.1.2 the Service Provider shall fail to keep, perform, or observe any promise, covenant, or agreement set forth in this Contract, and such failure shall continue for a period of more than five (5) days after delivery to the Service Provider of a written notice of such breach or default; or
- 16.1.3 the Service Provider’s occupational or business license shall terminate, or the Service Provider shall fail to provide the City with any bond, letter of credit, or evidence of insurance as required by the Contract Documents, for any reason; or
- 16.1.4 the Service Provider fails for any reason to provide the City with an acceptable renewal or replacement bond or letter of credit within the time specified by a provision for this Contract; or
- 16.1.5 the Service Provider shall become insolvent, or shall take the benefit of any present or future insolvency statute, or shall make a general assignment for the benefit of creditor, or file a voluntary petition in bankruptcy or a petition or answer seeking an arrangement for its reorganization, or the readjustment of its indebtedness under the Federal Bankruptcy laws, or under any other law or statute of the United States or any State thereof, or shall consent to the appointment of a receiver, trustee or liquidator of all or substantially all of its property; or
- 16.1.6 the Service Provider shall have a petition under any part of the Federal Bankruptcy laws, or an action under any present or future insolvency laws or statute filed against it, which petition is not dismissed within thirty (30) days after the filing thereof; or
- 16.1.7 there is any assignment by the Service Provider of this Contract or any of the Service Provider’s rights and obligations hereunder for which the City has not consented in writing; or
- 16.1.8 the Service Provider shall default on any other agreement entered into by and between Service Provider and the City, then, in its discretion, the City shall have the right to terminate this Contract for default, which termination shall be effective upon delivery of written notice of such termination to the Service Provider. In the event that the City terminates this Contract for default, or the Service Provider abandons or wrongfully terminates the Contract, the Service Provider shall be paid for compensation earned to the date of termination or abandonment (but the City shall have the right to reduce by off-set any amounts owed to the Service Provider hereunder or under any other Contract or obligation

by the amount of the City’s damages and any amounts owed by the Service Provider to the City), but the Service Provider shall not be compensated for any profits earned or claimed after the receipt of the City’s notice of termination by default or after abandonment or wrongful termination. The City’s election to terminate or not to terminate this Contract in part or whole for the Service Provider’s default shall in no way be construed to limit the City’s right to pursue and exercise any other right or remedy available to it pursuant to the terms of the Contract or otherwise provided by law or equity.

- 16.2 Notwithstanding anything else herein contained, the City may terminate this Contract in whole or in part at any time for its convenience by giving the Service Provider thirty (30) days written notice. In that event, the Service Provider shall proceed to complete any part of the work, as directed by the City, and shall settle all its claims and obligations under the Contract, as directed by the City. The Service Provider shall be compensated by the City in accordance with the provisions hereof, including in particular Section 2 of these General Conditions, provided, however, that in no event shall Service Provider be entitled to compensation for work not performed or for anticipatory profits. Service Provider shall justify its claims, as requested by the City, with accurate records and data.
- 16.3 Bankruptcy and Liquidation – In the event the Service Provider (1) makes an assignment for the benefit of creditors, or petition or apply to any tribunal for the appointment of a custodian, receiver, or trustee for all or a substantial part of its assets; (2) commences any proceeding under any bankruptcy, reorganization, arrangement, readjustment of debt, dissolution, or liquidation law or statute of any jurisdiction whether now or hereafter in effect; (3) has had any such petition or application filed or any such proceeding commenced against it in which an order for relief is entered or an adjudication or appointment is made, and which remains undismissed for a period of sixty(60) days or more; (4) takes any corporate action indicating its consent to, approval of, or acquiescence in any such petition, application, proceeding, or order for relief or the appointment of a custodian, receiver, or trustee for all or substantial part of its assets; or (5) permits any such custodianship, receivership, or trusteeship to continue undischarged for a period of sixty (60) days or more causing the Service Provider or any third party, including, without limitation, a trustee in bankruptcy, to be empowered under state or federal law to reject this Contract or any agreement supplementary hereto, the City shall have the following rights:
- (i) In the event of a rejection of this Contract or any agreement supplementary hereto, the City shall be permitted to retain and use any back-up or archival copies of the software licensed hereunder under this Agreement for the purpose of enabling it to mitigate damages caused to the City because of the rejection of this Contract. The City shall exert reasonable efforts to mitigate such

damage by use of such back-up or archival copies.

(ii) In the event of rejection of this Contract or any agreement supplementary hereto, the City may elect to retain its rights under this Contract or any agreement supplementary hereto as provided in Section 365(n) of the Bankruptcy Code.

Upon written request of the City to, as applicable, the Service Provider or the bankruptcy trustee or receiver. The Service Provider or such bankruptcy trustee or receiver shall not interfere with the rights of the City as licensee as provided in this Contract or in any agreement supplementary hereto to obtain the Source Material(s) from the bankruptcy trustee and shall, if requested, cause a copy of such Source Material (s) to be available to the City.

(iii) In the event of rejection of this Contract or any agreement supplementary hereto, the City may elect to retain its rights under this Contract or any agreement supplementary hereto as provided in section 365(n) of the Bankruptcy Code without prejudice to any of its rights of setoff with respect to this Contract under the Bankruptcy Code or applicable non-bankruptcy law; or In the event of a rejection of this Contract or any agreement supplementary hereto, the City may retain its rights under this Contract or any agreement supplementary hereto as provided in section 365(n) of the Bankruptcy Code without prejudice to any of its right under section 503(b) of the Bankruptcy Code.

17. CITY'S AUTHORIZED REPRESENTATIVE

During the term of this Contract, the City manager or designee may from time to time designate an individual to serve as the City's Authorized Representative (CAR) and an Assistant CAR designated to serve in that capacity in the absence of the CAR, who shall have such authority to act on the City's behalf as the City Manager may from time to time actually delegate to such person, but in no event shall the CAR have authority to modify or terminate this Contract, or make final decisions with respect to amendments, time extensions, assignments, cost or payment adjustments or payment disputes.

18. ASSIGNMENT

Neither this Contract nor any of the Service Provider's rights or obligations hereunder may be assigned by the Service Provider without the City's prior written consent, which consent may be granted or withheld at the City's sole discretion. Any transfer of this Contract by merger, consolidation, or liquidation (unless the stock of the Service Provider is traded on a national stock exchange or in a generally recognized over the counter securities market) any change in ownership of a power to vote a majority of the outstanding voting stock or ownership interests of the Service Provider shall constitute an

assignment of this Contract for purposes of this Section. In the event the Service Provider assigns or subcontracts or attempts to assign or subcontract any right or obligation arising under this Contract without City’s prior written consent, the City shall be entitled to terminate this Contract pursuant to the provisions of Section 17 hereof.

19. NOTICES

- 19.1 Unless otherwise stated herein, all notices or other writings which the City is required or permitted to give to the Service Provider may be hand delivered, mailed via U.A Certified Mail or sent next-day delivery by a nationally recognized overnight delivery service to the Service Provider’s address set forth in the Proposal. Any such notice shall be deemed to have been delivered upon actual delivery, or one (1) day following submission to a nationally recognized overnight delivery service for next day delivery to the Service Provider, or three (3) days following submission to the Service Provider by U.S. Certified Mail.

- 19.2 Unless otherwise stated herein, all notices or other writings which the Service Provider is required or permitted to give to the City may be hand delivered to the City Manager, mail via U.S. Certified Mail. Or sent next-day delivery by a nationally recognized overnight delivery service for next day delivery to City, or three (3) days following submission to the City by U.S. Certified Mail. Any such notice shall be sent to:

City of Brookhaven, GA
ATTN: City Manager
4362 Peachtree Road NE
Brookhaven, GA 30319

Service Provider: _____

- 19.3 Either party may change its notice address by written notice to the other given as provided in this section.

20. NONDISCRIMINATION

- 20.1 During the performance of this Contract, the Service Provider, for itself, its assignees and successors in interest agrees as follows:

20.1.1 Compliance with Regulations. The Service Provider shall comply with the Law

and Regulations as they may be amended from time to time (hereafter referred to as the “Regulations”), which are herein incorporated by reference and made a part of this Contract.

20.1.2 Nondiscrimination. The Service Provider, about the work performed by it during the Contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of any subcontractor, including procurement of materials and leases of equipment. The Service Provider shall not participate either directly or indirectly in the discrimination prohibited by the Regulations.

20.1.3 Solicitations for Subcontracts, Including Procurement of Materials and Equipment. In all solicitations either by competitive proposing or negotiation made by the Service Provider for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Service Provider of the Service Provider’s obligations under this Contract and the Regulation relative to nondiscrimination on the grounds of race, color, or national origin.

20.1.4 Information and Reports. The Service Provider shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources or information, and its facilities as may be determined by the City to be pertinent to ascertain compliance with such Regulations, orders and instructions, the Service Provider shall so certify to the City , as appropriate, and shall set forth what efforts it has made to obtain the information.

20.1.5 Sanctions for Noncompliance. In the event of the Service Provider’s noncompliance with the nondiscrimination provisions of this Contract, the City shall impose such Contract Sanctions as it may determine to be appropriate, including but not limited to:

20.1.5.1 Withholding of payments to the Service Provider under the Contract until the Service Provider complies, and/or

20.1.5.2 Cancellation, termination or suspension of the Contract, in whole or in part.

20.1.6 Incorporation of Provisions, The Service Provider shall include the provisions of subsections 20.1.1 through 20.1.5 in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The Service Provider shall take such action with respect to any subcontract or procurement as the City may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that

in the event the Service Provider becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Service Provider may request the City to enter into such litigation to protect the interest of the City and, in addition, the Service Provider may request the interest of the City and, in addition, the Service Provider may request the United States to enter into such litigation to protect the interests of the United States.

- 20.2 The Service Provider assures the City that it will comply with the pertinent statutes, Executive Orders and such rules as are promulgated to assure that no person shall, on the grounds of race, creed, color, national origin sex, age, marital status, or handicap be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision shall bind the Service Provider from the period beginning with the initial solicitation through the completion of the Contract.

21. COPYING DOCUMENTS

The Service Provider hereby grants the City and its agent’s permission to copy and distribute any and all materials and documents contained in, comprising, or which are otherwise submitted to the City with or in connection with the Service Provider’s Proposal or which are contained in the Contract Documents (the “Submittals”). The permission granted by the Service Provider shall be on behalf of the Service Provider and any and all other parties who claim any rights to any of the materials or documents comprising the Submittals. Such permission specifically authorizes the City and its agents to make and distribute such copies of the Submittals or portions thereof as may be deemed necessary or appropriate by the City for its own internal purposes or for responding to requests for copies from any member of the public regardless of whether the request is specifically characterized as a public records request pursuant to Georgia Cod. This provision shall survive the expiration or termination of the Contract.

22. GENERAL PROVISIONS

- 22.1 The Contract Documents consist of the Contract, the Proposal Forms, the Instructions to Proposers, Request for Qualifications, all Addendum(s) issued prior to execution of this Contract, these General Conditions and Specifications. Together, these documents comprise the Contract and all the documents are fully a part of the Contract as if attached to the Contract or repeated herein. Precedence of the Contract Documents shall be as follows: (i) addendum(s) to the Contract Documents, (ii) the Contract, (iii) the General Conditions, (iv) the Scope of Work in Exhibit B, (v) the Request for Proposal, and (vii) the Bid Form.

- 22.2 This Contract represents the entire agreement between the parties in relation to the subject matter hereof and supersedes all prior agreements and understandings between such party's relation to such subject matter, and there are no contemporaneous written or oral agreements, terms or representation made by any party other than those contained herein. No verbal or written representations shall be relied upon outside the Contract terms and amendments. Without exception, all deletions, or additions to the scope of work will be set forth in a written amendment to this Contract. No amendment, modification, or waiver of this Contract, or any part thereof, shall be valid or effective unless in writing signed by the party or parties sought to be bound or charged therewith; and no waiver of any breach or condition of this Contract shall be deemed to be a waiver of any other subsequent breach or condition, whether of a like or different nature.
- 22.3 The Service Provider shall, during the term of this Contract, repair any damage caused to real or personal property of the City and/or its tenants, wherever situated, caused by the intentional, reckless, or negligent acts or omissions of the Service Provider's officers, agents, or employees, and any subcontractors and their officers, agents, or employees, or , at the option of the City, the Service Provider shall reimburse the City for the cost of repairs thereto and replacement thereof accomplished by or on behalf of the City.
- 22.4 The Service Provider warrants to the City that no work performed or materials purchased pursuant to the Contract, whether by, from, or through the Service Provider or a subcontractor, shall cause any claim, lien or encumbrance to be made against any property of the City, and the Service Provider shall indemnify and hold the City harmless from and against any and all losses, damages and costs, including attorneys' fees, with respect thereto. If any such claim, lien or encumbrance shall be filed, the Service Provider shall, within thirty (30) days after notice of the filing thereof, cause the same to be discharged of record by payment, deposit, bond, order of a court of competent jurisdiction or otherwise. This provision shall survive the expiration or termination of the Contract.
- 22.5 This Contract shall be deemed to be made, construed and performed according to the laws of the State of Georgia. Any suit or proceeding initiated for the purpose of interpreting or enforcing any provision of this Contract or any matter in connection therewith shall be brought exclusively in a court of competent jurisdiction in DeKalb County, Georgia, and the Service Provider waives any venue objection, including, but not limited to, any objection that a suit has been brought in an inconvenient forum. The Service Provider agrees to submit to the jurisdiction of the Georgia courts and irrevocably agrees to acknowledge service of process when requested by the City.
- 22.6 The section headings herein are for the convenience of the City and the Service Provider

and are not to be used to construe the intent of this Contract or any part hereof, or to modify, amplify, or aid in the interpretation or construction of any of the provisions hereof.

- 22.7 The use of any gender herein shall include all genders, and the use of any number shall be construed as the singular or the plural, all as the context may require.
- 22.8 The delay or failure of the City at any time to insist upon a performance of any of the terms, conditions and covenants herein shall not be deemed a waiver of that breach or any subsequent breach or default in the terms, conditions, or covenants of this Contract. The Service Provider shall not be relieved of any obligation hereunder on account of its failure to perform by reason of any strike, lockout, or other labor disturbance.
- 22.9 The City shall have the right to recover from the Service Provider all of the City's costs and expenses incurred in enforcing the provisions of this Contract including, but not limited to, (1) the cost of administrative investigation and enforcement (including, without limitation, audit fees and costs, attorneys' fees) and (2) the cost of any trial, appellate or bankruptcy proceeding (including, without limitation, investigation costs, audit fees and costs, attorney's fees, court costs, paralegal fees and expert witness fees). This provision shall survive the expiration or termination of the Contract.
- 22.10 The Service Provider shall not during the term of the Contract knowingly hire or employ (on either a full-time or part-time basis) any employee of the City.
- 22.11 The Service Provider shall be required, during the term of the Contract at no additional cost to the City, to take such reasonable security precaution with respect to its operations at City Hall as the City in its discretion may from time to time prescribe. The Service Provider shall comply with all regulations, rules and policies of any governmental authority, including the City, relating to security issues.
- 22.12 The City may, but shall not be obligated to, cure, at any time, upon five (5) days written notice to the Service Provider (provided, however, that in any emergency situation to the City shall be required to give only such notice as is reasonable in light of all the circumstances), any default by the Service Provider under this Contract; whenever the City so cures a default by the Service Provider, all costs and expenses incurred by the City in curing the default, including but not limited to, reasonable attorneys' fees, shall be paid by the Service Provider to the City on demand.
- 22.13 The City shall, in its discretion, be entitled to deduct from the compensation to which the Service Provider is otherwise entitled hereunder, an amount equal to any liabilities of the

Service Provider to the City which are then outstanding. In the event that additional work beyond the scope of this Contract is requested by the City Manager and it results in any extra charges to the City, the Service Provider shall so advise the City in writing of the amount of the extra charges. The City is not required to pay any extra charges for additional work unless such work and the charges therefore have been approved in advance and have been confirmed in writing within twenty-four (24) hours by the City Manager, in his or her exclusive discretion.

- 22.14 The Service Provider is an independent Service Provider, and nothing contained herein shall be construed as making the Service Provider an employee, agent, partner or legal representative of the City for any purpose whatsoever. The Service Provider acknowledges that it does not have any authority to incur any obligations or responsibilities on behalf of the City and agrees not to hold itself out as having any such authority. Nothing contained in this Contract shall be construed to create a joint employer relationship between the City and the Service Provider with respect to any employee of the Service Provider or of its subcontractors.
- 22.15 The Service Provider and its subcontractors if any, shall maintain complete and accurate books and records in accordance with generally accepted accounting principles, consistently applied, and shall be in a form reasonable acceptable to the City Manager or designee. The Service Provider and its subcontractors shall account for all expenses of any nature related to transactions in connection with the Contract in a manner which segregates in detail those transaction from other transactions of the Service Provider and subcontractors and which support the amounts reported and /or invoiced to the City. At a minimum, the Service Provider's and subcontractor's accounting for such expenses and transactions shall include such records in the form of electronic media compatible with or convertible to a format compatible with computers utilized by the City at its offices; a computer run hard copy; or legible microfilm or microfiche, together with access to the applicable reader. All such books and records and computerized accounting systems shall upon reasonable notice from the City be make available in Dekalb County, Georgia, for inspection, examination, audit and copying by the City through and by its duly authorized representatives at any time for up to four (4) years after the year to which books and records pertain. Such inspection, examination, or audit may include, but is not limited to a review of the general input, processing and output controls of information systems, using read only access, for all computerized applications used to record financial transactions and information. The Service Provider and subcontractor shall freely lend its own assistance in a timely manner in making such inspection, examination, audit, or copying and, if such records are maintained in electronic and other machine-readable format, shall provide the City and/or its representative such assistance as may be required to allow complete access to such records. The City Manager may

require the Service Provider and subcontractors to provide other records the City Manager, in his or her sole discretion, deems necessary to enable the City to perform an accurate inspection, examination or audit of expenses incurred in and transactions related to performance of this Contract. Such records shall be provided within thirty (30) days or request thereof. In the event that expenses incurred or reimbursed are found by such inspection, examination, or audit to have been overpaid, the Service Provider and its subcontractors agree that such amounts shall be payable to the City. If, prior to the expiration of the above-state four (4) year record retention period, any audit or investigation is commenced by the City, or any claim is made or litigation commenced relating to this Contract by the City, the Service Provider, or third party, the Service Provider shall continue to maintain all such records, and the City shall continue to have the right to inspect such records in the manner stated above, until the inspection, examination, audit, claim, or litigation is finally resolved (including the determination of any and all appeals or the expiration of time for an appeal). This provision shall survive the expiration or earlier termination of this Contract. In the event of any conflict between any provision of this Contract and generally accepted accounting principles or generally accepted auditing standards, the provisions of this Contract shall control even where this Contract references such provisions or standards. In particular, without limitation, the Service Provider and subcontractors shall maintain all records required under this Contract to the full extent required hereunder, even if some or all such records would not be required under such generally accepted accounting principles or auditing standards. If as a result of an inspection, examination or audit, it is established that amounts are due from the Service Provider to the City, the Service Provider shall forthwith, upon written demand from the City, pay the City such amount, together with interest on the amount due at the rate of twelve (12%) percent per annum, or if less, the maximum rate of interest allowed by law, from the date such additional amounts were overpaid by the City. Further if such inspection, examination or audit establishes that the Service Provider has over billed such amounts for any Contract period by two (2%) percent or more, then the entire expense of such inspection, examination or audit shall be paid by the Service Provider.

- 22.16 The Service Provider and subcontractors shall prepare and provide the City with all detailed reports as required under the Contract on a timely basis. The City reserves the right to modify the reporting procedures or the form and content of any report as it deems necessary.
- 22.17 There are no third-party beneficiaries to this Contract, and nothing contained herein shall be construed to create such.
- 22.18 In computing any period of time established under this Contract, except as otherwise

specified herein the word “days” when referring to a period of time is ten (10) days or less means business days, and when referring to a period of time that is more than ten (10) days means calendar days. The day of the event, from which the designated period of time begins to run shall not be included. A business day is any day other than Saturday, Sunday, or Federal, State of Georgia or City holidays.

- 22.19 The Service Provider agrees to perform all acts and execute all supplementary instruments or documents which may be reasonably necessary to carry out or complete the transaction(s) contemplated by this Contract.
- 22.20 The City reserves the right to further develop, improve, repair and alter the facilities and all roadways, and parking areas, as it may reasonably see fit, free from any and all liability to the Service Provider for loss of business or damages of any nature whatsoever to the Service Provider occasioned during the making of such improvements, repairs, alterations and additions, including, but not limited to, any damages resulting from negligence of the City or its employees, agents or Service Providers.
- 22.21 The Service Provider and the City hereby mutually waive any claim against each other and their respective members, officials, officers, agents and employees for damages (including damages for loss of anticipated profits) caused by any suit or proceedings brought by either of them or by any third party directly or indirectly attacking the validity of this Contract or any part thereof, or any addendum or amendment hereto, or the manner in which this Contract was solicited, awarded or negotiated, or arising out of any judgment or award in any suit or proceeding declaring this Contract, or any addendum or amendment hereto, null, void or voidable or delaying the same, or any part thereof, from being carried out.
- 22.22 At the option of the Service Provider, the products and/or services provided under the Contract resulting from this solicitation may be provided to other governmental agencies, including the State of Georgia, its agencies, political subdivisions, counties and cities under the same terms and conditions, including price, as such products and/or services are provided under this Contract. Each governmental agency allowed by the Service Provider to purchase products and/or services in connection with this Contract shall do so independent of the City or any other governmental entity. Each agency shall be responsible for its own purchases and shall be liable only for goods and services ordered, received and accepted by it. The City shall have no liability to Service Provider or any governmental agency resulting from the purchase by that agency of products and /or services from the Service Provider in connection with this Contract.

23. GRATUITIES, REBATES, OR KICKBACKS.

- 23.1 GRATUITIES. It shall be unethical for any person to offer, give or agree to give any employee or official of the City or for any employee or official of the City to solicit, demand, accept from another person, a gratuity, rebate, loan, offer of employment or other services or property of value in connection with any decision, approval, disapproval, recommendation or preparation of any part of a program requirement or a purchase request including the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any particular matter, pertaining to any program requirement or a Contract or subcontract, or to any solicitation or proposal therefore in any manner inconsistent with the State of Georgia’s Department of Administrative Services Gratuity Policy. Rebates normally or routinely offered to customers in the ordinary course of business for the purchase of goods and services are acceptable and are the property of the City.
- 23.2 KICKBACK AND REBATES. It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor to this Contract to the prime contract or higher tie subcontractor, or any person associated therewith, as an inducement for a subcontractor or order.

End of Proposal Conditions

V. Request for Proposal

The scope of work will include construction materials testing, special inspections, weekly BMP inspections, and mass timber inspections.

The Request for Proposal (RFP) must contain the information outlined below.

Please include a title on each page of your RFP and number pages to ensure proper identification.

1. Cover Letter
2. Executive Summary
3. Evaluation and Selection Criteria
 - Approach
 - Quotation Requirements
 - Qualifications and Experience of the Consultant Firm(s)
 - Qualifications and Experience of Key Staff

1. Cover/Transmittal Letter

Each proposal must have a Cover/Transmittal Letter briefly summarizing the qualifications and experience relevant to the scope. Please include in the letter the following:

- i. Company's information including name of company (include any dba names); headquarters and parent company locations; and brief history of the company.
- ii. Company's mailing address, contact person, telephone number for primary contact person, and email address.
- iii. A principal or officer of the company authorized to execute contracts or other similar documents on the firm's behalf must sign the letter.

2. Executive Summary

An executive summary letter should include the key elements of the respondent's proposal and an overview of the proposed team. Indicate the address and telephone number of the respondent's office located nearest to Brookhaven, Georgia, and the office from which projects will be managed.

3. Evaluation and Selection Criteria

The City, at its discretion, may award the Contract to the most responsible and responsive

consultants submitting qualifications which are deemed to be the most advantageous to the city. The following is the evaluation criteria the city will consider in determining which proposals are most advantageous to the City:

A. Approach

- Weekly BMP Inspections and Storm Water Runoff Sampling/Testing:
 - General Scope:
 - Initial & weekly inspections of all S&EC devices per approved plans.
 - Perform inspections within 24 hours following a qualifying rainfall event.
 - Collect and test surface water runoff as required by the NPDES permit.
 - Prepare letter reports summarizing rainfall sampling data for qualifying events.

The general contractor’s representative will be responsible for notifying your office of the occurrence of the specified rainfall event. The general contractor will be responsible for performing all daily BMP inspections.

B. Quotation Requirements

- Cost Proposal (lump sum for known regulatory testing/sampling as required)
 - Provide a proposed fee based on the stated Scope of Work, which includes all reimbursable items like mileage and printing. Once the desired consultant has been identified, the City reserves the right to negotiate the final fee.
 - Proposals submitted in response to this RFP will be evaluated and scored, in accordance with the criteria outlined below, by an evaluation committee established by the client.

- Payment Terms
 - Insurance Information
 - Listing of Lead Personnel (primary contacts)
 - Ability to Meet RFP Requirements
 - References
 - EMR
 - Unit Costs for Additional Testing Associated with Construction Activities

Criteria	Points
Approach	25
Qualifications and Experience of the Consultant Firm(s)	30
Qualifications and Experience of Key Staff	30
Cost	15
Highest Possible Score	100

C. Qualifications and Experience of the Consultant Firm(s)

- Describe recent experience relevant to this project with emphasis placed on projects managed by the key personnel to be assigned to this project. Submit at least three references with names, addresses, and phone numbers of those familiar with the consultant’s ability, experience, and reliability in the performance and management of projects of a similar nature.

D. Qualifications and Experience of Key Staff

- Identify key individuals to be assigned to this project and include the function and/or responsibility of each identified individual. Experience summaries of these key individuals must be provided with emphasis on previous experience in similar roles on comparable projects and a copy of their resumes If applicable.

Submission of RFP

Confidentiality and Ownership of RFP Materials

1. All parties invited to participate in this proposal process shall keep all information, oral or written, confidential, which has been shared with them for the purpose of responding to this proposal.
2. All parties agree not to disclose any part or parts of this RFP to any person or entity outside of its organization.
3. Vendor shall maintain the format, contents, and purpose of this RFP in strict confidence unless provided specific rights to disclose in writing by the City of Brookhaven.
4. Failure to comply with the stated protection of confidentiality may result in the rejection of vendor’s RFP response or cancellation of any contract that may result from the RFP.

Brookhaven City Hall – City of Brookhaven
RFP ##### - CMT / BMP / Storm Water Monitoring Services
April 24, 2023

Proposals submitted must remain valid for a minimum period of sixty (60) days from the proposal deadline date.

Proposals must be received by the proposal deadline date to be considered.

The City of Brookhaven reserves the right to deem vendors not eligible for further consideration based on evaluation of the responses to the RFP.

The City of Brookhaven reserves the right to withdraw, modify, or discontinue the RFP process at any time. Vendor(s) will be notified as soon thereafter as practical.

Deadline: 07/17/2023

Proposals must be returned no later than Enter Time Here ET on to the attention of:

The terms of the agreement will be determined by the contracted scope and construction duration.

This RFP does not commit the City of Brookhaven to award a contract, to pay any costs incurred in the preparation of the proposal to this request, or to procure a contract for services. The City of Brookhaven reserves the right to accept or reject any or all proposals received because of this RFP in part or in its entirety, if it is in the best interest of the City of Brookhaven. The City of Brookhaven may require the provider selected to participate in negotiations. Any proposals submitted during this RFP process become the property of the City of Brookhaven

Steve Mauro
smauro@cps-atlanta.com
Comprehensive Program Services
Owner Representative

Exhibit A: Georgia Special Inspections Guidelines

ACEC/SEAOG SI GL 01- 19

Georgia Special Inspections Guidelines In Accordance with the 2018 International Building Code



Georgia Special Inspections Guidelines

PREFACE

The **Georgia Special Inspections Guidelines** are intended to assist all parties involved in building projects in Georgia to successfully comply with the special inspection’s requirements of the **Georgia State Minimum Standard Building Code, (2018 International Building Code** in conjunction with **Georgia State Amendments**), hereafter referred to as the **Building Code**. These parties include owners, building officials, design professionals, contractors and special inspectors. This consensus document is the product of the parties listed below, public review and public hearings.

Guideline Committee members:

Kenneth Nuttall, Chair

Don Allen

Sam Alyateem

Wilbur Bragg

Robert Davis

Jim George

Ray Gideon

Steven Heeter

John Hutton

Milan Jolley

Bill Kjorlien

Daniel Kuemmerle

John Lawrence

David Miller

Kelly Roberts

Tim Santi

Tony Taylor

Amin Tomeh

Michael Woody

Acknowledgments:

The **Guidelines** Committee wishes to take this opportunity to express our sincere appreciation to those organizations who donated their time and effort to the development and production of this document and to those upon whose previous work these Guidelines were built.

Georgia Department of Community Affairs, Chapter 17 Task Force

Georgia State Financing and Investment Commission

Building Officials Association of Georgia



Disclaimer and Notice:

While the information presented in the report is believed to be correct, SEOG and ACEC/G assume no responsibility for its accuracy or for the opinions expressed herein. The material presented in this publication should not be used or relied upon for any specific application without competent examination and verification of its accuracy, suitability, and applicability by qualified professionals.

Users of information from this publication assume all liability arising from such use.

Georgia Special Inspections Guidelines

CONTENTS

<u>Section</u>	<u>Page</u>
FORWARD	3
SPECIAL INSPECTIONS RESPONSIBILITIES	5
SPECIAL INSPECTIONS STEP-BY-STEP TIMELINE	7
SPECIAL INSPECTIONS PROGRAM INSTRUCTIONS	9
APPENDIX A: SPECIAL INSPECTIONS PROGRAM FORMS	
• Statement of Special Inspections	A1
• Special Inspections Requirements for Seismic Resistance	A2
• Special Inspections Requirements for Wind Resistance	A3
• Final Report of Special Inspections	A4
APPENDIX B: SPECIAL INSPECTION PROGRAM: SCHEDULE FORM AND COMMENTARY	
• Schedule of Special Inspections Services	B1
• Commentary on Schedule of Special Inspections Services	BC1
APPENDIX C: CONTRACTOR'S FORMS	
• Contractor's Statement of Responsibility	C1
• Fabricator's Certificate of Compliance	C2
APPENDIX D: SPECIAL INSPECTOR'S FORMS	
• Special Inspections Daily Report	D1
• Special Inspections Interim Report	D2
• Special Inspections Discrepancy Notice	D3

Georgia Special Inspections Guidelines

FORWARD

On September 12, 2001, the State of Georgia Board of Community Affairs, under the provisions of the Uniform Codes Act, updated the Georgia Standard Codes by approval of the 2000 edition of the **Standard Building Code (2000 International Building Code)** with **Georgia Amendments**. The effective date for the **Building Code** was January 1, 2002. This introduced *Special Inspection and Testing*, under Chapter 17, as a **Building Code** requirement for the first time in Georgia.

The State of Georgia Board of Community Affairs updated the Georgia Standard Codes by approval of the 2006 edition of the **International Building Code** with **State of Georgia Amendments**, hereafter referred to as the **Building Code**, with an effective date of January 1, 2007.

In 2009 the Board of Community Affairs created a Task Force to review the **International Building Code** Chapter 17, “Structural Tests and Special Inspections” and the related Georgia Amendments. One of the outcomes of the Task Force review was this update to the **Guidelines**. Other outcomes included 2010 Georgia Amendments requiring special inspection of post-installed anchors and the inclusion of special inspection information on the construction documents, as well as revisions to Table 1704.1, “Minimum Special Inspector Qualifications”. The Task Force also developed a flowchart and preconstruction meeting checklist for Special Inspections and recommendations for a special inspection training program.

ACEC/SEAOG SI GL 01–19, Georgia Special Inspections Guidelines is to assist *all* parties involved in building projects in Georgia to successfully comply with the special inspections requirements of the **Building Code**. These parties include owners, building officials, design professionals, contractors and special inspectors.

Special Inspection is the monitoring of the materials and workmanship critical to the integrity of the building structure. It is a review of the work of the contractors and their employees to ensure that the approved plans and specifications are being followed and that the relevant codes and referenced standards are being observed. The Special Inspection process is *in addition* to the inspections conducted by the Building Official or authority having jurisdiction, Structural Observation by the Design Professional and tests or inspections required by the Construction Documents.

Special inspections and tests are required to be performed by qualified, independent agents with special expertise as approved by the Building Official.

Special Inspections per **Building Code** Section 1704 is required to be provided on all professionally designed projects not meeting the exception for certain residential occupancies.

As part of the general requirements Section 1704 of the **Building Code**, Special Inspections, a *Statement of Special Inspections* (which includes a *Schedule of Special Inspection Services*) prepared by the Registered Design Professional in Responsible Charge shall be submitted to the Building Official at time of permit application. The Registered Design Professional for special inspections is typically the Structural Engineer or the Architect. Often the Architect will take input from the Structural, Mechanical and Electrical Engineers and act as the overall Registered Design Professional in Responsible Charge of preparing and submitting the *Statement of Special Inspections*.

In accordance with Section 1704 of the **Building Code** the *Statement of Special Inspections*, utilizing a *Schedule of Special Inspection Services*, shall include the following items:

1. The materials, systems, components and work required to have special inspection or testing by the building official or by the registered design professional responsible for each portion of the work.
2. The type and extent of each special inspection.
3. The type and extent of each test.
4. Additional requirements for special inspection or testing for seismic or wind resistance as specified in Section 1705.11, 1705.12, and 1705.13.
5. For each type of special inspection, identification as to whether it will be continuous special inspection or periodic special inspection.

Under certain high seismic and wind conditions the *Statement of Special Inspections* shall also include additional special inspection and testing requirements for seismic and/or wind resistance where required by **Building Code** Sections 1705.11, 1705.12, or 1705.13. Once engaged for a project, each contractor responsible for the construction of a seismic or wind resistant system or component listed in the *Statement of Special Inspections* shall submit a written statement of responsibility to the building official and to the owner prior to the commencement of work on the system or component.

The *Schedule of Special Inspection Services* must be maintained during the course of a construction project and reflect any changes. For example the Schedule shall be revised if a Special Inspection Agency changes during the course of the construction or if a change in a building material or technique requires a change in the Special Inspection requirements.

Structural Observations by a registered structural design professional for certain high seismic or wind conditions shall also be provided where required by **Building Code** Section 1704.6.

At the completion of work and prior to issuing the Certificate of Occupancy, a *Final Report of Special Inspections* in accordance with **Building Code** Section 1704.2.4 shall be submitted to the Building Official. This report shall document the completion of all required special inspections and testing.

This Guideline describes the responsibilities and provides forms for all phases and all parties of the Special Inspection process.

Georgia Special Inspections Guidelines

SPECIAL INSPECTIONS RESPONSIBILITIES

Owner Responsibilities:

The Owner or the Registered Design Professional in Responsible Charge (hereafter referred to as the Design Professional) acting as the Owner's agent shall:

1. Engage the Special Inspector(s)
2. Submit to the Building Official a list of the individuals, approved agencies or firms intended to be retained for conducting special inspections.

Design Professional in Responsible Charge Responsibilities:

The Design Professional shall:

1. Where engaged as the Owner's Agent, perform the duties noted above.
2. Prepare the Special Inspection program with the assistance of the structural engineer of record.
3. Submit to the Building Official the Statement of Special Inspections, which shall include the Schedule of Special Inspections Services.
4. Respond to identified field discrepancies.

Building Official or Authority Having Jurisdiction Responsibilities:

The Building Official shall:

1. Obtain a *Statement of Special Inspections* prior to issuance of building permit.
2. Obtain a list of the individuals, agencies or firms intended to be retained for conducting special inspections.
3. Approve qualified special inspectors, firms and agencies in accordance with the **Building Code**.
4. Determine if fabricators qualify as *approved fabricators* in accordance with **Building Code** section 1704.2.5.1.
5. Obtain Special Inspections interim reports, certificates, and statements of responsibility.
6. Obtain a *Final Report of Special Inspections* prior to issuance of a Certificate of Occupancy.

Special Inspectors Responsibilities:

The Special Inspectors shall:

1. Notify the contractor of their presence and responsibilities at the job site.
2. Observe assigned work for which they are responsible for conformance with the plans and specifications.
3. Report nonconforming items to the immediate attention of the contractor for correction.
4. Write a discrepancy report about each nonconforming item containing:
 - a. Description and exact location.
 - b. Reference to applicable drawings and specifications.
 - c. Resolution or corrective action taken and the date.
5. Provide timely reports in a daily format and furnish these reports directly to the Design Professional and the contractor. The reports should:

- a. Describe the special inspection and tests made, with locations.
 - b. Indicate nonconforming items and their resolution.
 - c. List unresolved items and parties notified.
 - d. Itemize any changes authorized by the Design Professional.
6. Initial and date the “Date Completed” box in the *Schedule of Special Inspections Services* as the inspection and testing activities are completed.
 7. Submit a final signed report stating that all required special inspections and testing were fulfilled and reported and that any outstanding discrepancies have been corrected.

Contractor/Construction Manager/Design Builder Responsibilities:

1. Submit a Statement of Responsibility where required by the Statement of *Special Inspections*.
2. Notify the Special Inspector(s) when special inspections are needed.
3. Coordinate the scheduling and timely notification of the specific individuals needed for the Special Inspection.
4. Provide direct access to the approved plans and specifications for the project.
5. Submit *Fabricator’s Certificates of Compliance* for approved fabricators.
6. Provide safe access to the work to be inspected and deliver samples for testing when needed.

Georgia Special Inspections Guidelines

SPECIAL INSPECTIONS STEP-BY-STEP TIMELINE

The following is a suggested timeline for a project with special inspections. Some elements may not be applicable to all projects.

1. The Design Professional shall prepare the Special Inspections program with the assistance of the structural engineer of record.
2. The Owner or the Design Professional in Responsible Charge acting as the Owner's agent shall engage the Special Inspector(s).
3. The Design Professional shall submit to the Building Official the *Statement of Special Inspections*, which shall include the *Schedule of Special Inspections Services*. Where required the *Statement of Special Inspections* shall include additional special inspections and testing requirements for seismic and/or wind resistance.
4. The Owner or the Design Professional acting as the Owner's agent shall submit to the Building Official a list of the individuals, approved agencies or firms intended to be retained for conducting special inspections.
5. The Building Official shall approve the qualifications of the Special Inspectors and agencies in accordance with the **Building Code**.
6. Where required by the *Statement of Special Inspections*, each contractor responsible for the construction or fabrication of a system or component described in the *Requirements for Wind or Seismic Resistance* shall submit a *Statement of Responsibility*.
7. The Contractor shall notify the Special Inspector(s) when work is ready for inspection.
8. The Special Inspector(s) shall inspect the work per the *Schedule of Special Inspection Services* and provide a daily report detailing the inspection and any deficiencies. The Special Inspector(s) shall issue interim reports to the Design Professional and the Building Official as noted in the *Statement of Special Inspections*.
9. The Design Professional shall, as needed, respond to any discrepancies identified by the Special Inspector(s).
10. Each approved fabricator that is exempt from Special Inspection of shop fabrication and implementation procedures per section 1704.2.5.1 of the **Building Code** must submit *Fabricator's Certificate of Compliance* at the completion of fabrication.
11. The Contractor shall remedy deficient work as construction progresses and prior to

- final inspection.
12. The Contractor shall submit *Fabricator's Certificates of Compliance* for approved fabricators.
 13. The Special Inspector(s) shall prepare and sign a *Final Report of Special Inspections* at the completion of the project.
 14. The Building Official shall not issue a Certificate of Occupancy until the *Final Report of Special Inspections* has been issued for that phase of the work.

Georgia Special Inspections Guidelines

SPECIAL INSPECTIONS PROGRAM INSTRUCTIONS

The following are general requirements and instructions for processing the Special Inspection Program forms.

Overview:

The program consists of three primary forms that shall be filled out and submitted to the Building Official. The *Statement of Special Inspections* and the *Schedule of Special Inspections Services* forms are submitted for review prior to permit issuance. These documents shall be maintained in a central location at the project site. The *Schedule of Special Inspections Services* will need to be accessed on a regular basis by the special inspector(s) for the project. The *Final Report of Special Inspections* is submitted at the completion of construction. Several other forms that may be utilized are also included.

Statement of Special Inspections:

This form provides the general project information. It identifies the project location, the project architect, the project structural engineer, and the registered design professional in responsible charge, referred to in the forms and hereafter as the Design Professional. Depending on the project organization, the Design Professional could be the project architect, a project engineer, or an independent third party representing the Owner. In accordance with section 1704.2 of the **Building Code**, the Design Professional is responsible for preparation of the special inspection program and would complete the “Prepared by” section of this form.

This form establishes the frequency interim reports should be furnished. For complex projects, the Design Professional, or Building Official may attach a separate schedule listing the required report frequency. Additionally, the Building Official can request reports at a different frequency than the Design Professional. A copy of this form should be kept at the project site with the *Schedule of Special Inspection Services*.

For large projects that are divided into multiple bid packages (foundation package, structural frame package, building package, etc.) the special inspection program submitted with each partial bid package would only contain the special inspection requirements for the scope of work associated with that bid package.

Schedule of Special Inspection Services:

This form provides a detailed and itemized list of which special inspection activities are required for the specific project and which individuals, firm, or agency will be performing the special inspection services associated with each required task. The project title should be inserted at the top of the form. The form lists the various tasks required by Chapter 17 of the **Building Code** and provides a column for the Design Professional to identify with a “yes” or “no” which items apply to the specific project.

The “Extent” column is where the Design Professional can provide additional information or detail

regarding the scope of the special inspections. This column identifies which items require continuous inspection and which require periodic inspections as defined by the **Building Code**. For periodic inspections, the frequency of inspections can be identified here or it could be included in the project construction documents. Exceptions to a special inspections task may be noted in this column.

Special instructions regarding how to perform inspections may also be included here. For more complex projects, this may be addressed by referring to another project document, such as the project specifications.

Multiple special inspectors may exist on one project. For example, a testing agency may perform the special inspection duties associated with testing welds, a registered structural engineer may perform special inspection duties associated with inspecting steel connections for conformance with the Construction Documents, and an architect may perform the special inspection duties associated with construction of the EIFS system. The multiple special inspectors are identified and numbered at the end of the form. The number next to the individual, firm, or agency's name would be listed in the schedule under the column heading "Agent" for the task that individual, firm, or agency will perform. In some instances, it may be desirable to have more than one special inspector involved in the same task. In this instance, the numbers for both parties would be listed adjacent to that task.

Minimum qualifications for each type of inspection and test are included in the *Georgia Amendments to the Building Code*. In cases where the complexity of the inspection or testing activity warrants additional expertise, the Design Professional may specify more stringent qualifications. For example, inspection by a structural engineer may be specified for complex concrete reinforcing steel.

The only column not filled in on the schedule at the time it is submitted should be the "Completed" column. When an individual special inspection task in the schedule is completed for the last time on the project and the special inspector performed their final review, inspection, or test of that item for the project, the special inspector shall initial and date the cell in the "Completed" column adjacent to the task. At the conclusion of the project, a copy of the *Schedule of Special Inspections Services* form with the initials and date in the "Completed" column for each task relevant to the project shall be submitted to the Design Professional and the Building Official with the *Final Report of Special Inspections*.

A commentary with specific requirements for each *Material / Activity* in the *Schedule* is included for assistance in completing the inspection program.

Final Report of Special Inspections:

This form is submitted when all the special inspections requirements for a project have been fulfilled. Each special inspector corresponding to an agent number in the *Schedule of Special Inspection Services* will be required to complete a copy of this form for submittal to the Design Professional and the Building Official for their scope of work. The special inspections program will not be considered complete until forms from all agents have been submitted and received.

Special Inspections for Seismic Resistance

See the Schedule of Special Inspections for inspection and testing requirements

Seismic Design Category: B

Special Inspections for Seismic Resistance Required (Yes/No): NO

Description of seismic force-resisting system subject to special inspection and testing for seismic resistance:

(Where required per IBC Sections 1705.12.1, 1705.12.2, and 1705.12.3) (Special inspections for seismic resistance of structural steel, where required, shall be in accordance with AISC 341)

Description of designated seismic systems subject to special inspection and testing for seismic resistance:

(Required for architectural, electrical and mechanical systems and their components that require design in accordance with Chapter 13 of ASCE 7, have a component importance factor, I_p , greater than one and are in Seismic Design Categories C, D, E or F.)

Description of additional seismic systems and components requiring special inspections:

(Required for systems noted in IBC Section 1705.12.5, 1705.12.6, 1705.12.7, and 1705.12.8.)

Description of additional seismic systems and components requiring testing:
(Where required per IBC Section 1705.13)

Statement of Responsibility:

Each contractor responsible for the construction or fabrication of a system or component described above must submit a Statement of Responsibility.

Special Inspections for Wind Resistance

See the Schedule of Special Inspections for inspection and testing [requirements](#)

Allowable Stress Design Wind Speed, V_{asd} : 90 m.p.h.

Wind Exposure Category: B

Special Inspection for Wind Resistance Required (Yes/No): NO

(Required in wind exposure Category B, where the allowable stress design wind speed, V_{asd} , is 120 miles per hour or greater. Required in wind exposure Category C or D, where the allowable stress design wind speed, V_{asd} , is 110 miles per hour or greater.)

Description of structural wood and cold-formed steel light frame construction main windforce-resisting system subject to special inspections for wind resistance:

(Required for systems noted in IBC Section 1705.11.1 and 1705.11.2).

Description of windforce-resisting components subject to special inspections for wind resistance:

(Required for systems and components noted in IBC Section 1705.11.3)

Statement of Responsibility:

Each contractor responsible for the construction or fabrication of a system or component described above must submit a Statement of Responsibility.

FINAL REPORT OF SPECIAL INSPECTIONS

PROJECT: _____
LOCATION: _____
PERMIT APPLICANT: _____
APPLICANT'S ADDRESS: _____

ARCHITECT OF RECORD: _____
STRUCTURAL ENGINEER OF RECORD: _____
MECHANICAL ENGINEER OF RECORD: _____
ELECTRICAL ENGINEER OF RECORD: _____
REGISTERED DESIGN PROFESSIONAL IN RESPONSIBLE CHARGE: _____

To the best of my information, knowledge, and belief, which are based upon observations or diligent supervision of our inspection services for the above-referenced Project, I hereby state that the special inspections or testing required for this Project, and designated for this Agent in the *Schedule of Special Inspection Services*, have been completed in accordance with the Contract Documents.

The Special Inspection program does not relieve the Contractor of the responsibility to comply with the Contract Documents. Jobsite safety and means and methods of construction are solely the responsibility of the Contractor.

Interim reports submitted prior to this final report and numbered __ to __ form a basis for, and are to be considered an integral part of this final report. The following discrepancies that were outstanding since the last interim report dated _____ have been corrected:

(Attach 8 1/2"x11" continuation sheet(s) if required to complete the description of corrections)

Prepared By:

Special Inspection Agent/Firm

Type or print name

Signature Date

SCHEDULE OF SPECIAL INSPECTIONS SERVICES					
PROJECT	APPLICABLE TO THIS PROJECT				
MATERIAL / ACTIVITY	SERVICE	Y/N	EXTENT	AGENT*	DATE COMPLETED
		<p>1705.1.1 Special Cases (work unusual in nature, including but not limited to alternative materials and systems, unusual design applications, materials and systems with special manufacturer's requirements - add additional rows as needed.)</p>	Submittal review, shop (3) and/or field inspection		
<p>1. Inspection of anchors post-installed in solid grouted masonry: Per research reports including verification of anchor type, anchor dimensions, hole dimensions, hole cleaning procedures, anchor spacing, edge distances, masonry unit, grout, masonry compressive strength, anchor embedment and tightening torque</p>	Field inspection	N	Periodic or as required by the research report issued by an approved source		
<p>2. Aggregate Pier Inspection: The special inspector's responsibilities include, but are not limited to, review of the aggregate pier designer's use of soil parameters as presented in the project soils report, and during construction, verification of aggregate properties, type and number of lifts of aggregate, hole size and depths and top elevations of the pier elements, and applied energy. Additionally, results of qualitative tests on production aggregate pier elements such as modulus load testing, uplift pull-out testing, bottom stabilization tests and dynamic cone penetration tests, shall be reviewed to verify compliance with design specifications.</p>	Field inspection IF AGGREGATE PIERS ARE SELECTED	Y	Periodic or as required by the research report issued by an approved source		
1705.2.1 Structural Steel Construction					
<p>1. Fabricator and erector documents (Verify reports and certificates as listed in AISC 360, Section N 3.2 for compliance with construction documents)</p>	Submittal Review	Y	Each submittal		
<p>2. Material verification of structural steel</p>	Shop (3) and field inspection	Y	Periodic		
<p>3. Structural steel welding:</p>					
<p>a. Inspection tasks Prior to Welding (Observe, or perform for each welded joint or member, the QA tasks listed in AISC 360, Table N5.4-1)</p>	Shop (3) and field inspection	Y	Observe or Perform as noted (4)		
<p>b. Inspection tasks During Welding (Observe, or perform for each welded joint or member, the QA tasks listed in AISC 360, Table N5.4-2)</p>	Shop (3) and field inspection	Y	Observe (4)		
<p>c. Inspection tasks After Welding (Observe, or perform for each welded joint or member, the QA tasks listed in AISC 360, Table N5.4-3)</p>	Shop (3) and field inspection	Y	Observe or Perform as noted (4)		

Brookhaven City Hall – City of Brookhaven
 RFP ##### - CMT / BMP / Storm Water Monitoring Services
 April 24, 2023

d. Nondestructive testing (NDT) of welded joints: <i>see Commentary</i>					
1) Complete penetration groove welds 5/16" or greater in <i>risk category III or IV</i>	Shop (3) or field ultrasonic testing - 100%	N	Periodic		

SCHEDULE OF SPECIAL INSPECTIONS SERVICES					
PROJECT	APPLICABLE TO THIS PROJECT				
MATERIAL / ACTIVITY	SERVICE	Y/N	EXTENT	AGENT*	DATE COMPLETED
2) Complete penetration groove welds 5/16" or greater in <i>risk category II</i>	Shop (3) or field ultrasonic testing - 10% of welds minimum	N	Periodic		
3) Welded joints subject to fatigue when required by AISC 360, Appendix 3, Table A-3.1	Shop (3) or field radiographic or Ultrasonic testing	N	Periodic		
4) Fabricator's NDT reports when fabricator performs NDT	Verify reports	N	Each submittal (5)		
4. Structural steel bolting:	Shop (3) and field inspection				
a. Inspection tasks Prior to Bolting (Observe, or perform tasks for each bolted connection, in accordance with QA tasks listed in AISC 360, Table N5.6-1)		Y	Observe or Perform as noted (4)		
b. Inspection tasks During Bolting (Observe the QA tasks listed in AISC 360, Table N5.6-2)		Y	Observe (4)		
1) Pre-tensioned and slip-critical joints					
a) Turn-of-nut with matching markings		N	Periodic		
b) Direct tension indicator		N	Periodic		
c) Twist-off type tension control bolt		N	Periodic		
d) Turn-of-nut without matching markings		N	Continuous		
e) Calibrated wrench		N	Continuous		
2) Snug-tight joints			Periodic		
c. Inspection tasks After Bolting (Perform tasks for each bolted connection in accordance with QA tasks listed in AISC 360, Table N5.6-3)		Y	Perform (4)		
5. Visual inspection of exposed cut surfaces of galvanized structural steel main members and exposed corners of the rectangular HSS for cracks subsequent to galvanizing	Shop (3) or field inspection	Y	Periodic		
6. Embedments (Verify diameter, grade, type, length, embedment. See 1705.3 for anchors)	Field inspection	Y	Periodic		
7. Verify member locations, braces, stiffeners, and application of joint details at each connection comply with construction documents	Field inspection	Y	Periodic		
1705.2.2 Cold-Formed Steel Deck					
1. Manufacturer documents (Verify reports and certificates as listed in SDI QA/QC, Section 2, Paragraphs 2.1 and 2.2 for compliance with construction documents)	Submittal Review	Y	Each submittal		
2. Material verification of steel deck, mechanical fasteners and welding materials	Shop (3) and field inspection	Y	Periodic		
3. Cold-formed steel deck placement:	Shop (3) and field inspection	Y			
a. Inspection tasks Prior to Deck Placement (Perform the QA tasks listed in SDI QA/QC, Appendix 1 Table 1.1)		Y	Perform (4)		
b. Inspection tasks After Deck Placement (Perform the QA tasks listed in SDI QA/QC, Appendix 1 Table 1.2)		Y	Perform (4)		
4. Cold-formed steel deck welding:	Shop (3) and field inspection				

Brookhaven City Hall – City of Brookhaven
RFP ##### - CMT / BMP / Storm Water Monitoring Services
April 24, 2023

a. Inspection tasks Prior to Welding (Observe the QA tasks listed in SDI QA/QC, Appendix 1 Table 1.3)		Y	Observe (4)		
---	--	---	-------------	--	--

SCHEDULE OF SPECIAL INSPECTIONS SERVICES					
PROJECT		APPLICABLE TO THIS PROJECT			
MATERIAL / ACTIVITY	SERVICE	Y/N	EXTENT	AGENT*	DATE COMPLETED
b. Inspection tasks During Welding (Observe the QA tasks listed in SDI QA/QC, Appendix 1 Table 1.4)		Y	Observe (4)		
c. Inspection tasks After Welding (Perform the QA tasks listed in SDI QA/QC, Appendix 1 Table 1.5)		Y	Perform (4)		
5. Cold-formed steel deck mechanical fastening:	Shop (3) and field inspection				
a. Inspection tasks Prior to Mechanical Fastening (Observe the QA tasks listed in SDI QA/QC, Appendix 1 Table 1.6)		Y	Observe (4)		
b. Inspection tasks During Mechanical Fastening (Observe the QA tasks listed in SDI QA/QC, Appendix 1 Table 1.7)		Y	Observe (4)		
c. Inspection tasks After Mechanical Fastening (Perform the QA tasks listed in SDI QA/QC, Appendix 1 Table 1.8)		Y	Perform (4)		
1705.2.3. Open-Web Steel Joists and Joist Girders					
1. Installation of open-web steel joists and joist girders.		N			
a. End connections - welding or bolted.	per SJI CJ or SJI 100	N	Periodic		
b. Bridging - horizontal or diagonal.		N			
1) Standard bridging.	per SJI CJ or SJI 100	N	Periodic		
2) Bridging that differs from the specifications listed in SJI CJ or SJI 100.		N	Periodic		
1705.2.4. Cold-Formed Steel Trusses Spanning 60 feet or Greater					
Verify temporary and permanent restraint/bracing are installed in accordance with the approved truss submittal package	Field inspection	N	Periodic		
1705.3 Concrete Construction					
1. Inspection and placement verification of reinforcing steel and prestressing tendons.	Shop (3) and field inspection	Y	Periodic		
2. Reinforcing bar welding:		Y			
a. Verification of weldability of bars other than ASTM A706.		Y	Periodic		
b. Inspection of single-pass fillet welds 5/16 or less in size.		Y	Periodic		
c. Inspection of all other welds.		Y	Continuous		
3. Inspection of anchors cast in concrete.	Shop (3) and field inspection	Y	Periodic		
4. Inspection of anchors post-installed in hardened concrete members per research reports, or, if no specific requirements are provided, requirements shall be provided by the registered design professional and approved by the building official, including verification of anchor type, anchor dimensions, hole dimensions, hole cleaning procedures, anchor spacing, edge distances, concrete minimum thickness, anchor embedment and tightening torque	Field inspection	Y	Periodic or as required by the research report issued by an approved source		

Brookhaven City Hall – City of Brookhaven
 RFP ##### - CMT / BMP / Storm Water Monitoring Services
 April 24, 2023

a. Adhesive anchors installed in horizontal or upward-inclined orientation that resist sustained tension loads.		Y	Continuous		
b. Mechanical and adhesive anchors note defined in 4a.		Y	Periodic		
5. Verify use of approved design mix	Shop (3) and field inspection	Y	Periodic		

SCHEDULE OF SPECIAL INSPECTIONS SERVICES					
PROJECT		APPLICABLE TO THIS PROJECT			
MATERIAL / ACTIVITY	SERVICE	Y/N	EXTENT	AGENT*	DATE COMPLETED
6. Prior to placement, fresh concrete sampling, perform slump and air content tests and determine temperature of concrete and perform any other tests as specified in construction documents.	Shop (3) and field inspection	Y	Continuous		
7. Inspection of concrete and shotcrete placement for proper application techniques	Shop (3) and field inspection	Y	Continuous		
8. Verify maintenance of specified curing temperature and techniques	Shop (3) and field inspection	Y	Periodic		
9. Inspection of prestressed concrete:	Shop (3) and field inspection	Y			
a. Application of prestressing force		Y	Continuous		
b. Grouting of bonded prestressing tendons		N	Continuous		
10. Inspect erection of precast concrete members		N	Periodic		
11. Verification of in-situ concrete strength, prior to stressing of tendons in post tensioned concrete and prior to removal of shores and forms from beams and structural slabs	Review field testing and laboratory reports	Y	Periodic		
12. Inspection of formwork for shape, lines, location and dimensions	Field inspection	Y	Periodic		
13. Concrete strength testing and verification of compliance with construction documents	Field testing and review of laboratory reports	Y	Periodic		
1705.4 Masonry Construction					
MINIMUM VERIFICATION REQUIREMENTS					
(A) Level 1, 2 and 3 Quality Assurance:					
1. Prior to construction, verification of compliance of submittals	Submittal Review	Y	Prior to Construction		
(B) Level 2 & 3 Quality Assurance:					
1. Prior to construction verification of f_m and f_{AAC} except where specifically required by the code	Testing by unit strength method or prism test method	N	Prior to Construction		
2. During construction, verification of Slump Flow and Visual Stability Index (VSI) when self-consolidating grout is delivered to project site.	Testing by unit strength method or prism test method	N	Periodic		
(C) Level 3 Quality Assurance:					
1. During construction, verification of f_m and f_{AAC} for every 5,000 SF	Testing by unit strength method or prism test method	N	Periodic		
2. During construction, verification of proportions of materials as delivered to the project site for premixed or preblended mortar, prestressing grout, and grout other than self-consolidating grout.	Field inspection	N	Periodic		
MINIMUM SPECIAL INSPECTION REQUIREMENTS					
(D) Levels 2 and 3 Quality Assurance:					
1. As masonry construction begins, verify that the following are in					
a. Proportions of the site-prepared mortar	Field inspection	N	Periodic		

Brookhaven City Hall – City of Brookhaven
 RFP ##### - CMT / BMP / Storm Water Monitoring Services
 April 24, 2023

b. Grade and size of prestressing tendons and anchorages	Field Inspection	N	Periodic		
c. Grade, type, and size of reinforcement, anchor bolts, and prestressing tendons and anchorages	Field Inspection	N	Periodic		

SCHEDULE OF SPECIAL INSPECTIONS SERVICES					
PROJECT		APPLICABLE TO THIS PROJECT			
MATERIAL / ACTIVITY	SERVICE	Y/N	EXTENT	AGENT*	DATE COMPLETED
d. Prestressing technique	Field Inspection		Periodic		
e. Properties of thin-bed mortar for AAC masonry (b) Required for the first 5,000 square feet (c) Required after the first 5,000 square feet	Field Inspection	N	Level 2 - Continuous ^(b) Level 2 - Periodic ^(c)		
		N	Level 3 - Continuous		
f. Sample panel construction	Field Inspection	N	Level 2 - Periodic		
		N	Level 3 - Continuous		
2. Prior to grouting, verify that the following are in compliance:					
a. Grout space	Field Inspection	Y	Level 2 - Periodic		
		N	Level 3 - Continuous		
b. Placement of prestressing tendons and anchorages	Field Inspection	N	Periodic		
c. Placement of reinforcement, connectors, and anchor bolts	Field inspection	Y	Level 2 - Periodic		
		N	Level 3 - Continuous		
d. Proportions of site-prepared grout and prestressing grout for bonded tendons	Field Inspection	Y	Periodic		
3. Verify compliance of the following during construction:					
a. Materials and procedures with the approved submittals	Field inspection	Y	Periodic		
b. Placement of masonry units and mortar joint construction	Field Inspection	Y	Periodic		
c. Size and location of structural members	Field inspection	Y	Periodic		
d. Type, size, location of anchors, including other details of anchorage of masonry to structural members, frames, or other construction	Field inspection	Y	Level 2 - Periodic		
		N	Level 3 - Continuous		
e. Welding of reinforcement	Field inspection	Y	Continuous		
f. Preparation, construction, and protection of masonry during cold weather (temperature below 40°F) or hot weather (temperature above 90°F)	Field inspection	Y	Periodic		
g. Application and measurement of prestressing force	Field testing	N	Continuous		
h. Placement of grout and prestressing grout for bonded tendons is in compliance	Field inspection	N	Continuous		
i. Placement of AAC masonry units and construction of thin-bed mortar joints (b) Required for the first 5,000 square feet (c) Required after the first 5,000 square feet	Field inspection	N	Level 2 - Continuous ^(b) Level 2 - Periodic ^(c)		
		N	Level 3 - Continuous		
4. Observe preparation of grout specimens, mortar specimens, and/or prisms	Field inspection	Y	Level 2 - Periodic		
		N	Level 3 - Continuous		
1705.5 Wood Construction					
1. For prefabricated wood structural elements, inspection of the fabrication process and assemblies in accordance with Section 1704.2.5.	In-plant review (3)	N	Periodic		

Brookhaven City Hall – City of Brookhaven
 RFP ##### - CMT / BMP / Storm Water Monitoring Services
 April 24, 2023

2. For high-load diaphragms, verify grade and thickness of structural panel sheathing agree with approved building plans.	Field inspection	N	Periodic		
3. For high-load diaphragms, verify nominal size of framing members at adjoining panel edges, nail or staple diameter and length, number of fastener lines, and that spacing between fasteners in each line and at edge margins agree with approved building plans	Field inspection	N	Periodic		

SCHEDULE OF SPECIAL INSPECTIONS SERVICES					
PROJECT					
MATERIAL / ACTIVITY	SERVICE	APPLICABLE TO THIS PROJECT			
		Y/N	EXTENT	AGENT*	DATE COMPLETED
d. Prestressing technique	Field Inspection		Periodic		
e. Properties of thin-bed mortar for AAC masonry (d) Required for the first 5,000 square feet (e) Required after the first 5,000 square feet	Field Inspection	N	Level 2 - Continuous ^(b) Level 2 - Periodic ^(c)		
		N	Level 3 - Continuous		
f. Sample panel construction	Field Inspection	N	Level 2 - Periodic		
		N	Level 3 - Continuous		
2. Prior to grouting, verify that the following are in compliance:					
a. Grout space	Field Inspection	Y	Level 2 - Periodic		
		N	Level 3 - Continuous		
b. Placement of prestressing tendons and anchorages	Field Inspection	N	Periodic		
c. Placement of reinforcement, connectors, and anchor bolts	Field inspection	Y	Level 2 - Periodic		
		N	Level 3 - Continuous		
d. Proportions of site-prepared grout and prestressing grout for bonded tendons	Field Inspection	Y	Periodic		
3. Verify compliance of the following during construction:					
a. Materials and procedures with the approved submittals	Field inspection	Y	Periodic		
b. Placement of masonry units and mortar joint construction	Field Inspection	Y	Periodic		
c. Size and location of structural members	Field inspection	Y	Periodic		
d. Type, size, location of anchors, including other details of anchorage of masonry to structural members, frames, or other construction	Field inspection	Y	Level 2 - Periodic		
		N	Level 3 - Continuous		
e. Welding of reinforcement	Field inspection	Y	Continuous		
f. Preparation, construction, and protection of masonry during cold weather (temperature below 40°F) or hot weather (temperature above 90°F)	Field inspection	Y	Periodic		
g. Application and measurement of prestressing force	Field testing	N	Continuous		
h. Placement of grout and prestressing grout for bonded tendons is in compliance	Field inspection	N	Continuous		
i. Placement of AAC masonry units and construction of thin-bed mortar joints (d) Required for the first 5,000 square feet (e) Required after the first 5,000 square feet	Field inspection	N	Level 2 - Continuous ^(b) Level 2 - Periodic ^(c)		
		N	Level 3 - Continuous		
4. Observe preparation of grout specimens, mortar specimens, and/or prisms	Field inspection	Y	Level 2 - Periodic		
		N	Level 3 - Continuous		
1705.5 Wood Construction					

Brookhaven City Hall – City of Brookhaven
 RFP ##### - CMT / BMP / Storm Water Monitoring Services
 April 24, 2023

1. For prefabricated wood structural elements, inspection of the fabrication process and assemblies in accordance with Section 1704.2.5.	In-plant review (3)	N	Periodic		
2. For high-load diaphragms, verify grade and thickness of structural panel sheathing agree with approved building plans.	Field inspection	N	Periodic		
3. For high-load diaphragms, verify nominal size of framing members at adjoining panel edges, nail or staple diameter and length, number of fastener lines, and that spacing between fasteners in each line and at edge margins agree with approved building plans	Field inspection	N	Periodic		

SCHEDULE OF SPECIAL INSPECTIONS SERVICES					
PROJECT	APPLICABLE TO THIS PROJECT				
MATERIAL / ACTIVITY	SERVICE	Y/N	EXTENT	AGENT*	DATE COMPLETED
4. Metal-plate-connected wood trusses:		N			
a. Verification that permanent individual truss member restraint/bracing has been installed in accordance with the approved truss submittal package when the truss height is greater than or equal to 60".	Field inspection	N	Periodic		
b. For trusses spanning 60 feet or greater: verify temporary and permanent restraint/bracing are installed in accordance with the approved truss submittal package	Field inspection	N	Periodic		
1705.6 Soils					
1. Verify materials below shallow foundations are adequate to achieve the design bearing capacity.	Field inspection	Y	Periodic		
2. Verify excavations are extended to proper depth and have reached proper material.	Field inspection	Y	Periodic		
3. Perform classification and testing of compacted fill materials.	Field inspection	Y	Periodic		
4. Verify use of proper materials, densities, and lift thicknesses during placement and compaction of controlled fill	Field inspection	Y	Continuous		
5. Prior to placement of controlled fill, inspect subgrade and verify that site has been prepared properly	Field inspection	Y	Periodic		
1705.7 Driven Deep Foundations					
1. Verify element materials, sizes and lengths comply with requirements	Field inspection	Y	Continuous		
2. Determine capacities of test elements and conduct additional load tests, as required	Field inspection	Y	Continuous		
3. Inspect driving operations and maintain complete and accurate records for each element	Field inspection	Y	Continuous		
4. Verify placement locations and plumbness, confirm type and size of hammer, record number of blows per foot of penetration, determine required penetrations to achieve design capacity, record tip and butt elevations and document any damage to foundation element	Field inspection	Y	Continuous		
5. For steel elements, perform additional inspections per Section 1705.2	See Section 1705.2	N	See Section 1705.2		
6. For concrete elements and concrete-filled elements, perform tests and additional inspections per Section 1705.3	See Section 1705.3	Y	See Section 1705.3		

7. For specialty elements, perform additional inspections as determined by the registered design professional in responsible charge	Field inspection	Y	In accordance with construction documents		
---	------------------	---	---	--	--

SCHEDULE OF SPECIAL INSPECTIONS SERVICES					
PROJECT					
MATERIAL / ACTIVITY	SERVICE	APPLICABLE TO THIS PROJECT			
		Y/N	EXTENT	AGENT*	DATE COMPLETED
1705.8 Cast-in-Place Deep Foundations					
1. Inspect drilling operations and maintain complete and accurate records for each element	Field inspection	Y	Continuous		
2. Verify placement locations and plumbness, confirm element diameters, bell diameters (if applicable), lengths, embedment into bedrock (if applicable) and adequate end-bearing strata capacity. Record concrete or grout volumes	Field inspection	Y	Continuous		
3. For concrete elements, perform tests and additional inspections in accordance with Section 1705.3	See Section 1705.3	Y	See Section 1705.3		
1705.9 Helical Pile Foundations					
Verify installation equipment, pile dimensions, tip elevations, final depth, final installation torque and other installation data as required by construction documents.	Field inspection	N	Continuous		
1705.10 Fabricated items					
1. List of fabricated items requiring special inspection during fabrication:	Shop inspection	N	As noted in each applicable shop activity		
2. List of fabricated items to be fabricated on the premises of a fabricator approved to perform such work without special inspection (including name of approved agency providing periodic auditing):		N			
1705.11.1 Structural Wood Special Inspections For Wind Resistance					
1. Inspection of field gluing operations of elements of the main windforce-resisting system	Field inspection	N	Continuous		
2. Inspection of nailing, bolting, anchoring and other fastening of components within the main windforce-resisting system, including wood shear walls, wood diaphragms, drag struts, braces and hold-downs.	Shop (3) and field inspection	N	Periodic		
1705.11.2 Cold-formed Steel Special Inspections For Wind Resistance					
1. Inspection during welding operations of elements of the main windforce-resisting system	Shop (3) and field inspection	N	Periodic		
2. Inspection of screw attachment, bolting, anchoring and other fastening of components within the main windforce-resisting system, including shear walls, braces, diaphragms, collectors (drag struts) and hold-downs.	Shop (3) and field inspection	N	Periodic		
1705.11.3 Wind-resisting Components					
1. Roof covering, roof deck and roof framing connections.	Shop (3) and field inspection	N	Periodic		

Brookhaven City Hall – City of Brookhaven
 RFP ##### - CMT / BMP / Storm Water Monitoring Services
 April 24, 2023

2. Exterior wall covering and wall connections to roof and floor diaphragms.	Shop (3) and field inspection	N	Periodic		
1705.12.1 Structural Steel Special Inspections for Seismic Resistance					
1. Seismic force-resisting systems in SDC B, C, D, E, or F.	Shop (3) and field inspection	N	In accordance with AISC 341		

SCHEDULE OF SPECIAL INSPECTIONS SERVICES					
PROJECT		APPLICABLE TO THIS PROJECT			
MATERIAL / ACTIVITY	SERVICE	Y/N	EXTENT	AGENT*	DATE COMPLETED
		1705.12.2 Structural Wood Special Inspections for Seismic Resistance			
1. Field gluing operations of elements of the seismic-force resisting system for SDC C, D, E or F.	Field inspection	N	Continuous		
2. Nailing, bolting, anchoring and other fastening of components within the seismic-force-resisting system including wood shear walls, wood diaphragms, drag struts, shear panels and hold-downs for SDC C, D, E or F.	Shop (3) and field inspection	N	Periodic		
1705.12.3 Cold-formed Steel Light-Frame Construction Special Inspections for Seismic Resistance					
1. During welding operations of elements of the seismic-force-resisting system for SDC C, D, E or F.	Shop (3) and field inspection	N	Periodic		
2. Screw attachment, bolting, anchoring and other fastening of components within the seismic-force-resisting system including shear walls, braces, diaphragms, collectors (drag struts) and hold-downs for SDC C, D, E or F.	Shop (3) and field inspection	N	Periodic		
1705.12.4 Designated Seismic Systems Verification Special Inspections for Seismic Resistance					
For SDC C, D, E or F, inspect and verify that the component label, anchorage or mounting conforms to the certificate of compliance in accordance with ASCE 7 Section 13.2.2.	Field inspection	N	Periodic		
1705.12.5 Architectural Components Special Inspections for Seismic Resistance					
1. For SDC D, E or F, inspection during the erection and fastening of exterior cladding and interior or exterior veneer more than 30 feet above grade or walking surface and weighing more than 5 psf.	Field inspection	N	Periodic		
2. For SDC D, E or F, inspection during the erection and fastening of interior nonbearing walls more than 30 feet above grade or walking surface and weighing more than 15 psf.	Field inspection	N	Periodic		
3. For SDC D, E or F, inspection during the erection and fastening of exterior nonbearing walls more than 30 feet above grade or walking surface.		N			
4. For SDC D, E or F, inspection during anchorage of access floors	Field inspection	N	Periodic		
1705.12.6 Plumbing, Mechanical and Electrical Components Special Inspections for Seismic Resistance					
1. Inspection during the anchorage of electrical equipment for emergency or standby power systems in SDC C, D, E or F	Field inspection	N	Periodic		
2. Inspection during the anchorage of other electrical equipment in SDC E or F	Field inspection	N	Periodic		

3. Inspection during installation and anchorage of piping systems designed to carry hazardous materials, and their associated mechanical units in SDCC, D, E or F	Field inspection	N	Periodic		
SCHEDULE OF SPECIAL INSPECTIONS SERVICES					
PROJECT					
MATERIAL / ACTIVITY	SERVICE	APPLICABLE TO THIS PROJECT			
		Y/N	EXTENT	AGENT*	DATE COMPLETED
4. Inspection during the installation and anchorage of HVAC ductwork designed to contain hazardous materials in SDC C, D, E or F	Field inspection	N	Periodic		
5. Inspection during the installation and anchorage of vibration isolation systems in SDC C, D, E or F where nominal clearance of 1/4 inch or less is required by the approved construction documents	Field inspection	N	Periodic		
6. Inspection during installation of mechanical and electrical equipment, including duct work, piping systems and their structural supports, where automatic fire sprinkler systems are installed in structures assigned to SDC C, D, E, or F to verify one of the following unless flexible sprinkler hose fittings are used:		N			
a. ASCE/SEI 7, Section 13.2.3 minimum required clearances have been provided.	Field inspection	N	Periodic		
b. A three inch or greater nominal clearance has been provided between fire protection sprinkler system drops and sprigs and: structural members not used collectively or independently to support the sprinklers; equipment attached to the building structure; and other systems' piping.	Field inspection	N	Periodic		
1705.12.7 Storage Racks Special Inspections for Seismic Resistance					
Inspection during the anchorage of storage racks 8 feet or greater in height in structures assigned to SDC D, E or F.	Field inspection	N	Periodic		
1705.12.8 Seismic Isolation Systems					
Inspection during the fabrication and installation of isolator units and energy dissipation devices used as part of the seismic isolation system in structures assigned to SDC B, C, D, E or F.	Shop and field inspection	N	Periodic		
1705.12.9 Cold-formed Steel Special Bolted Moment Frames					
Inspection of installation of cold-formed steel special bolted moment frames in the seismic force-resisting systems in structures assigned to SDC D, E or F.	Field inspection	N	Periodic		
1705.13.1 Structural Steel Testing for Seismic Resistance					
1. Nondestructive testing of structural steel in the seismic force-resisting systems in accordance with AISC 341 in structures assigned to SDC B, C, D, E or F.	Field test	N	Periodic		

2. Nondestructive testing of structural steel elements in the seismic force-resisting systems not covered in 1 above including struts, collectors, chords and foundation elements in accordance with AISC 341 in structures assigned to SDC B, C, D, E or F.	Field test	N	Periodic		
--	------------	---	----------	--	--

SCHEDULE OF SPECIAL INSPECTIONS SERVICES					
PROJECT					
MATERIAL / ACTIVITY	SERVICE	APPLICABLE TO THIS PROJECT			
		Y/N	EXTENT	AGENT*	DATE COMPLETED
1705.13.2 Seismic Certification of Nonstructural Components					
Review certificate of compliance for designated seismic system components in structures assigned to SDC B, C, D, E or F.	Certificate of compliance review	N	Each submittal		
1705.13.3 Seismic Certification of Designated Seismic Systems					
Review certificate of compliance for designated seismic system components in structures assigned to SDC C, D, E or F	Certificate of compliance review	N	Each submittal		
1705.13.4 Seismic Isolation Systems					
Test seismic isolation system in accordance with ASCE 7 Section 17.8 in structures assigned to SDC B, C, D, E or F.	Prototype testing	N	Per ASCE 7		
1705.14 Sprayed Fire-resistant Materials					
1. Verify surface condition preparation of structural members	Field inspection	Y	Periodic		
2. Verify minimum thickness of sprayed fire-resistant materials applied to structural members	Field inspection	Y	Periodic		
3. Verify density of the sprayed fire-resistant material complies with approved fire-resistant design	Field inspection and testing	Y	Per IBC Section 1705.14.5		
4. Verify the cohesive/adhesive bond strength of the cured sprayed fire-resistant material	Field inspection and testing	Y	Per IBC Section 1705.14.6		
5. Condition of finished application	Field inspection	Y	Periodic		
1705.15 Mastic and Intumescent Fire-Resistant Coatings					
Inspect and test mastic and intumescent fire-resistant coatings applied to structural elements and decks per AWCI 12-B	Field inspection and testing	Y	Periodic		
1705.16 Exterior Insulation and Finish Systems (EIFS)					
Inspection of water-resistive barrier over sheathing substrate	Field inspection	Y	Periodic		
1705.17 Fire-Resistant Penetrations and Joints					
1. Inspect penetration firestop systems	Field testing	Y	Per ASTM E2174		
2. Inspect fire-resistant joint systems	Field testing	Y	Per ASTM E2393		
1705.18 Smoke Control Systems					
1. Leakage testing and recording of device locations prior to concealment	Field testing	Y	Periodic		
2. Prior to occupancy and after sufficient completion, pressure difference testing, flow measurements, and detection and control verification	Field testing	Y	Periodic		
* INSPECTION AGENTS					
FIRM	ADDRESS		TELEPHONE NO.		
1.					
2.					
3.					
4.					

Brookhaven City Hall – City of Brookhaven
RFP ##### - CMT / BMP / Storm Water Monitoring Services
April 24, 2023

<p><i>Notes: 1. The inspection and testing agent(s) shall be engaged by the Owner or the Owner's Agent, and not by the Contractor or Subcontractor whose work is to be inspected or tested. Any conflict of interest must be disclosed to the Building Official prior to commencing work. The qualifications of the Special Inspector(s) and/or testing agencies may be subject to the approval of the Building Official and/or the Design Professional.</i></p> <p><i>2. The list of Special Inspectors may be submitted as a separate document, if noted so above.</i></p> <p><i>3. Shop Inspections of fabricated items are not required where the fabricator is approved in accordance with IBC Section 1704.2.5.1 and listed in activity 1709.2.</i></p> <p><i>4. Observe: Observe on a random basis, operations need not be delayed pending these inspections. Perform: These tasks shall be performed for each welded joint, bolted connection, or steel element.</i></p> <p><i>5. NDT of welds completed in an approved fabricator's shop may be performed by that fabricator when approved by the AHJ. Refer to AISC 360, N6.</i></p>	
Are Special Inspections for Seismic Resistance included in the Statement of Special Inspections?	Yes No
Are Special Inspections for Wind Resistance included in the Statement of Special Inspections?	Yes No
DATE:	

Contractor's Statement of Responsibility

Each contractor responsible for the construction or fabrication of a main wind or seismic force-resisting system, designated seismic system or wind or seismic-resisting component listed in the Statement of Special Inspections, Special Inspections for Seismic or Wind Resistance, must submit a Statement of Responsibility.

Project: _____

Contractor's Name: _____

Address: _____

License No.: _____

Description of building systems and components included in Statement of Responsibility:

Contractor's Acknowledgement of Special Requirements

I hereby acknowledge that I have received, read, and understand the Statement of Special Inspections and Special Inspection program:

I hereby acknowledge that control will be exercised to obtain conformance with the approved construction documents.

Name and Title (type or print)

Signature

Date

Fabricator’s Certificate of Compliance

Each approved fabricator that is exempt from Special Inspection of shop fabrication and implementation procedures per section 1704.2.5.1 of the International Building Code must submit *Fabricator’s Certificate of Compliance* at the completion of fabrication.

Project: _____

Fabricator’s Name: _____

Address: _____

Certification or Approval Agency: _____

Certification Number: _____

Date of Last Audit or Approval: _____

Description of structural members and assemblies that have been fabricated:

I hereby certify that items described above were fabricated in strict accordance with the approved construction documents.

Name and Title (type or print)

Brookhaven City Hall – City of Brookhaven
RFP ##### - CMT / BMP / Storm Water Monitoring Services
April 24, 2023

Signature

Date

Attach copies of fabricator's certification or building code evaluation service report and fabricator's quality control manual.

SPECIAL INSPECTION DAILY REPORT

PROJECT NAME / ADDRESS:	
INSPECTION TYPE(S) COVERAGE	
<input type="checkbox"/> CONTINUOUS <input type="checkbox"/> PERIODIC TIME BEGINNING INSPECTION: TIME ENDING INSPECTION:	
DESCRIBE INSPECTIONS MADE, INCLUDING LOCATIONS:	
LIST TESTS MADE:	
LIST ITEMS REQUIRING CORRECTIONS, CORRECTIONS OF PREVIOUSLY LISTED ITEMS AND PREVIOUSLY LISTED UNCORRECTED ITEMS: PROVIDE COPIES OF DISCREPANCY NOTICES:	
COMMENTS:	
TO THE BEST OF MY KNOWLEDGE, WORK INSPECTED WAS IN ACCORDANCE WITH THE APPROVED DESIGN DRAWINGS, AND SPECIFICATIONS, EXCEPT AS NOTED ABOVE.	
PRINTED FULL NAME	
NOTE BY "SPECIAL INSPECTOR" OR	
SIGNED:	DATE:
CERTIFICATION:	NUMBER:

One copy of this report to remain at job site with the contractor for review upon request

SPECIAL INSPECTION INTERIM REPORT

PROJECT NAME / ADDRESS: <div style="display: flex; justify-content: space-around; margin-top: 20px;"><input type="checkbox"/><input type="checkbox"/></div>								
INSPECTION TYPE(S) COVERAGE <div style="display: flex; justify-content: space-around; margin-top: 20px;">CONTINUOUS TIME BEGINNING INSPECTION:PERIODIC TIME ENDING INSPECTION:</div>								
DESCRIBE INSPECTIONS MADE, INCLUDING LOCATIONS:								
LIST TESTS MADE:								
TOTAL INSPECTION TIME EACH DAY	DATE							
	HOURS							
LIST ITEMS REQUIRING CORRECTIONS, CORRECTIONS OF PREVIOUSLY LISTED ITEMS AND PREVIOUSLY LISTED UNCORRECTED ITEMS: PROVIDE COPIES OF DISCREPANCY NOTICES:								
COMMENTS:								
TO THE BEST OF MY KNOWLEDGE, WORK INSPECTED WAS IN ACCORDANCE WITH THE APPROVED DESIGN DRAWINGS, AND SPECIFICATIONS, EXCEPT AS NOTED ABOVE.								
PRINTED FULL NAME								
NOTE BY "SPECIAL INSPECTOR" OR PROVIDE NAME OF TESTING AGENCY								
SIGNED:						DATE:		

Brookhaven City Hall – City of Brookhaven
RFP ##### - CMT / BMP / Storm Water Monitoring Services
April 24, 2023

CERTIFICATION:	NUMBER:
----------------	---------

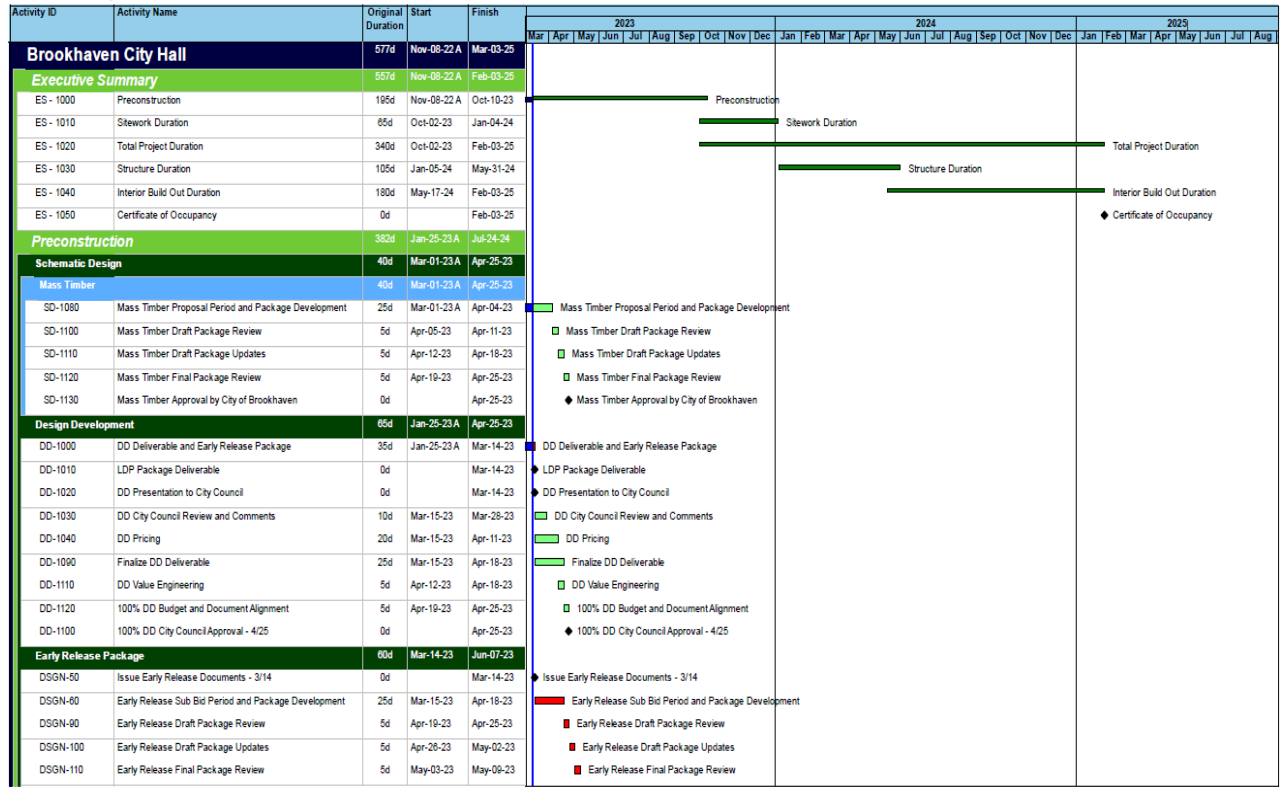
One copy of this report to remain at job site with the contractor for review upon request.

SPECIAL INSPECTION DISCREPANCY NOTICE

PROJECT NAME / ADDRESS:		
INSPECTION TYPE(S) COVERAGE		
CONTINUOUS		PERIODIC
AREA INSPECTED	TYPE OF INSPECTION	
NOTICE DELIVERED TO: <input type="radio"/> CONTRACTOR <input type="radio"/> ENGINEER/ARCHITECT <input type="radio"/> OWNER	DATE:	TIME:
MAKE THE FOLLOWING CORRECTIONS AND SECURE INSPECTION APPROVAL PRIOR TO PROCEEDING WITH THIS PHASE OF THE WORK.		
PRINTED FULL NAME		
NOTE BY "SPECIAL INSPECTOR" OR PROVIDE NAME OF TESTING AGENCY		
SIGNED:	DATE:	
CERTIFICATION:	NUMBER:	

One copy of this report to remain at job site with the contractor for review upon request.

Exhibit B: Project Schedule

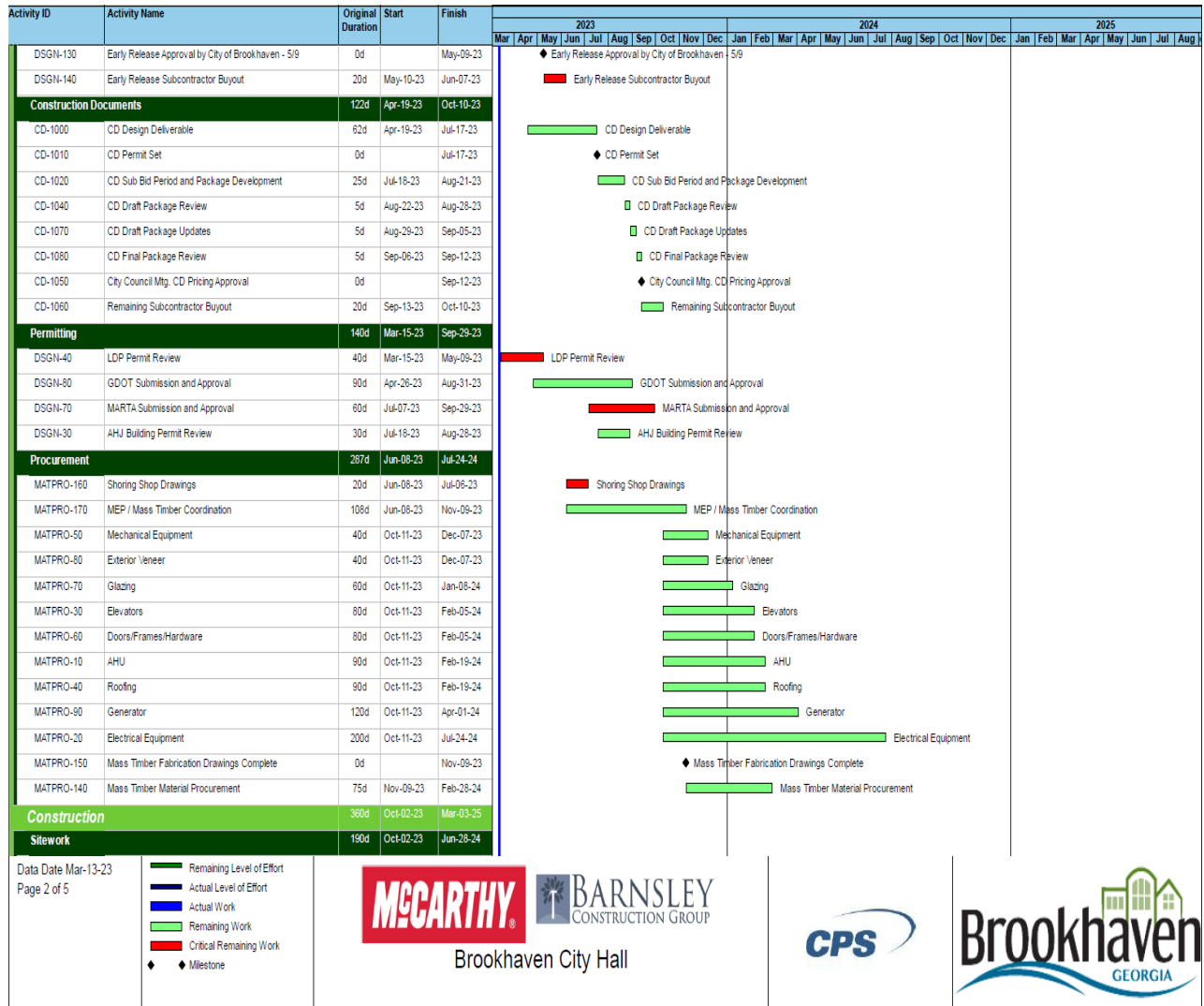


Data Date Mar-13-23
Page 1 of 5





- Remaining Level of Effort
- Actual Level of Effort
- Actual Work
- Remaining Work
- Critical Remaining Work
- ◆ Milestone



Brookhaven City Hall – City of Brookhaven
 RFP ##### - CMT / BMP / Storm Water Monitoring Services
 April 24, 2023



Data Date Mar-13-23
Page 4 of 5

-  Remaining Level of Effort
-  Actual Level of Effort
-  Actual Work
-  Remaining Work
-  Critical Remaining Work
-  Milestone



Brookhaven City Hall – City of Brookhaven
RFP ##### - CMT / BMP / Storm Water Monitoring Services
April 24, 2023

Data Date Mar-13-23
Page 5 of 5

-  Remaining Level of Effort
-  Actual Level of Effort
-  Actual Work
-  Remaining Work
-  Critical Remaining Work
-  Milestone

