



**INVITATION TO BID #16ITB101268K-DB**

**Bethany Water Storage Tanks  
Maintenance and Rehabilitation**

**For**

**The Department of Public Works**

**BID ISSUANCE DATE: Tuesday, March 29, 2016**

**BID DUE DATE AND TIME: Monday, May 9, 2016 @ 11:00 A.M.**

**PRE-BID CONFERENCE DATE: Wednesday, April 13, 2016 @ 10:00 A.M.**

**PURCHASING CONTACT: Darlene A. Banks at 404-612-7879**

**E-MAIL: [darlene.banks@fultoncountyga.gov](mailto:darlene.banks@fultoncountyga.gov)**

**LOCATION FOR PRE-BID CONFERENCE:**

**FULTON COUNTY WATER RESOURCES OPERATIONS CENTER  
11575 MAXWELL ROAD  
ALPHARETTA, GEORGIA 30009**

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**INVITATION TO BID**  
**#16ITB101268K-DB; BETHANY WATER STORAGE TANKS MAINTENANCE AND REHABILITATION**

Sealed Bids for furnishing all materials, labor, tools, equipment and appurtenances necessary for Bethany Water Storage Tanks Maintenance and Rehabilitation will be received by the Fulton County Department of Purchasing and Contract Compliance at 130 Peachtree Street, S.W. Suite 1168 Atlanta, GA 30303, **no later than 11:00 a.m.**, local time, on **Monday, May 9, 2016**.

**SCOPE OF WORK**

The project generally consists of rehabilitation of Bethany #1 (East), a 2.0 million gallon elevated water storage tank, and Bethany #2 (West), a 2.0 million gallon elevated water storage tank. Maintenance and Rehabilitation will include tank interior and exterior surface preparation and re-coating. Draping of tank exteriors will be required for all tank exterior surface preparation and coating operations. The detailed Scope of Work and Technical Specifications are outlined in Section 4 and Division 01, General Requirements of this bid document.

**METHOD OF SOURCE SELECTION**

This procurement is being conducted and the specific method of source selection in accordance with all applicable provisions of the Georgia Local Public Works Construction Law, O.C.G.A. §36-91-1 through 36-91-95 when a public works construction project cost exceeds \$100,000.

**PERMITS**

There are no federal, state, or local permits required for the project.

**RIGHTS OF WAY/EASEMENTS**

There are no elements of this project within Rights of Way or Easements.

**BID DOCUMENTS**

This document and supporting documents can be downloaded at the Fulton County Website, <http://www.fultoncountyga.gov> under "Bid Opportunities".

**PURCHASING CONTACT**

Information regarding the bid or bid requirements, either procedural or technical, may be obtained by submitting questions in writing to:

Fulton County Government  
Department of Purchasing & Contract Compliance  
Attn: Darlene A. Banks  
Fulton County Public Safety Building

130 Peachtree Street, S.W. Suite 1168  
Atlanta, GA 30303  
Email: [darlene.banks@fultoncountyga.gov](mailto:darlene.banks@fultoncountyga.gov)  
Fax: 404-893-1745  
Reference Bid #16ITB101268K-DB

### **PRE-BID CONFERENCE**

Date: Wednesday, April 13, 2016  
Time: 10:00 A.M.  
Location: 11575 Maxwell Road, Alpharetta, GA 30009.

A Pre-Bid Conference will be held at 11575 Maxwell Road, Alpharetta, Georgia 30009.

Any additional questions asked at the Pre-Bid Conference must be submitted in written form at the Pre-Bid conference and will be responded to in the form of an addendum with the County's official responses.

The Pre-Bid Conference will be conducted for the purpose of explaining the County's bid process, the specifications/technical documents, and to provide non-binding verbal responses to questions concerning these bid specifications and to discuss issues from the Bidders perspective. However, no verbal response provided at the Pre-Bid Conference binds the County. Only those responses to written questions that are responded to by the County in written communications will be official.

Fulton County does not discriminate on the basis of disability in the admission or access to its programs or activities. Any requests for reasonable accommodations required by individuals to fully participate in any open meeting, program or activity of Fulton County Government should be directed to Rholanda Stanberry, Contract Compliance Administrator at (404) 612-6304 or email: [rholanda.stanberry@fultoncountyga.gov](mailto:rholanda.stanberry@fultoncountyga.gov).

### **BONDING REQUIREMENTS**

Each Bid must be accompanied by a Bid Bond, prepared on the Bid Bond provided in this Bid Document or a Surety Company's Standard Bid Bond, duly executed by the Bidder as principal and having as surety, a surety company licensed to do business in the State of Georgia by the Georgia Insurance Commissioner and listed in the latest issue of U.S. Treasury Circular 570, in the amount of five percent of the Bid.

The successful Bidder for this Contract will be required to furnish a satisfactory Performance and Payment Bond each in the amount of 100 percent of the Bid, and proof of insurance in accordance with the requirements set forth in Section 5 of this Bid Document.

**END OF SECTION**

**OWNER - CONTRACTOR AGREEMENT**

**#16ITB101268K-DB; BETHANY WATER STORAGE TANKS MAINTENANCE AND REHABILITATION**

Contractor: \_\_\_\_\_ Project No. \_\_\_\_\_

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

Contact: \_\_\_\_\_ Facsimile: \_\_\_\_\_

THIS AGREEMENT is effective as of the \_\_\_\_\_ day of \_\_\_\_\_, 20 , by and between Fulton County, a political subdivision of the State of Georgia (hereinafter called the "County"), and the above named CONTRACTOR in accordance with all provisions of this Construction Agreement ("Contract"), which consists of the following: Owner-Contractor Agreement, Owner's invitation for bid, instructions to bidders, bid form, performance bond, payment bond, acknowledgments, general conditions, special conditions, scope of work and specifications, plans, drawings, exhibits, addenda, Purchasing forms, Office of Contract Compliance Forms, Risk Management insurance provisions forms and written change orders.

The specific Exhibits of this Contract are as follows:

- Exhibit A: General Conditions
- Exhibit B: Special Conditions (non-applicable)
- Exhibit C: Addenda
- Exhibit D: Bid Form
- Exhibit E: Bonds (Bid, Payment & Performance)
- Exhibit F: Scope of Work and Technical Specifications
- Exhibit G: Exhibits (non-applicable)
- Exhibit H: Purchasing Forms
- Exhibit I: Office of Contract Compliance Forms
- Exhibit J: Risk Management Insurance Provisions Forms

WITNESSETH: That the said Contractor has agreed, and by these present does agree with the said County, for and in consideration of a Contract Price of **[INSERT CONTRACT AMOUNT IN WORDS]**, (**[\$[INSERT CONTRACT AMOUNT IN NUMBERS]**) and other good and valuable consideration, and under the penalty expressed on Bonds hereto attached, to furnish all equipment, tools, materials, skill, and labor of every description necessary to carry out and complete in good, firm, and workmanlike manner, the Work specified, in strict conformity with the Drawings and the Specifications hereinafter set forth, which Drawings and Specifications together with the bid submittals made by the Contractor, General Conditions, Special Provisions, Detailed Specifications, Exhibits, and this Construction Agreement, shall all form essential parts of this Contract. The Work covered by this Contract includes all Work indicated on Plans and Specifications and listed in the Bid entitled:

Project Number: 16ITB101268K-DB

Bethany Water Storage Tanks Maintenance and Rehabilitation

The Contractor, providing services as an Independent Contractor, shall commence the Work with adequate force and equipment within 10 days from receipt of Notice to Proceed ("NTP") from the County, and shall complete the work within **190** calendar days from the Notice to Proceed or the date work begins, whichever comes first. The Contractor shall remain responsible for performing,

in accordance with the terms of the Contract, all work assigned prior to the expiration of the said calendar days allowed for completion of the work even if the work is not completed until after the expiration of such days. The Contractor shall agree that in the performance of this Contract he will comply with all lawful agreements, if any, which the contractor has made with any association, union or other entity, with respect to wages, salaries and working conditions, so as to cause inconvenience, picketing or work stoppage.

For each calendar day that any work remains uncompleted after the time allowed for completion of the work, the Contractor shall pay the County the sum of \$ 500.00 not as a penalty but as liquidated damages, which liquidated damages the County may deduct from any money due the contractor. At the County's convenience and not to its prejudice the County may provide written notice of the commencement of the assessment of liquidated damages.

As full compensation for the faithful performance of this Contract, the County shall pay the Contractor in accordance with the General Conditions and the prices stipulated in the Bid, hereto attached.

It is further mutually agreed between the parties hereto that if, at any time after the execution of this Agreement and the Surety Bonds hereto attached for its faithful performance, the County shall deem the surety or sureties upon such bonds to be unsatisfactory, or, if, for any reason, such bonds cease to be adequate to cover the performance of the Work, the Contractor shall, at his expense, within five days after receipt of notice from the County so to do, furnish an additional bond or bonds in such form and amount, and with such surety or sureties as shall be satisfactory to the County. In such event no further payment to the Contractor shall be deemed to be due under this Agreement until such new or additional security for the faithful performance of the Work shall be furnished in manner and form satisfactory to the County.

The Contractor hereby assumes the entire responsibility and liability for any and all injury to or death of any and all persons, including the Contractor's agents, servants, and employees, and in addition thereto, for any and all damages to property caused by or resulting from or arising out of any act or omission in connection with this contract or the prosecution of work hereunder, whether caused by the Contractor or the Contractor's agents, Servants, or employees, or by any of the Contractor's subcontractors or suppliers, and the Contractor shall indemnify and hold harmless the County, the Construction Manager, County's Commissioners, officers, employees, successors, assigns and agents, or any of their subcontractors from and against any and all loss and/or expense which they or any of them may suffer or pay as a result of claims or suits due to, because of, or arising out of any and all such injuries, deaths and/or damage, irrespective of County or Construction Manager negligence (except that no party shall be indemnified for their own sole negligence). The Contractor, if requested, shall assume and defend at the Contractor's own expense, any suit, action or other legal proceedings arising there from, and the Contractor hereby agrees to satisfy, pay, and cause to be discharged of record any judgment which may be rendered against the County and the Construction Manager arising there from.

In the event of any such loss, expense, damage, or injury, or if any claim or demand for damages as heretofore set forth is made against the County or the Construction Manager, the County may withhold from any payment due or thereafter to become due to the Contractor under the terms of this Contract, an amount sufficient in its judgment to protect and indemnify it and the Construction Manager, County's Commissioners, officers, employees, successors, assigns and agents from any and all claims, expense, loss, damages, or injury; and the County, in its discretion, may require the Contractor to furnish a surety bond satisfactory to the County providing for such protection and indemnity, which bond shall be furnished by the Contractor within five (5) days after written demand has been made therefore. The expense of said Bond shall be borne by the Contractor. **[See General Conditions for similar provision]**

This Contract constitutes the full agreement between the parties, and the Contractor 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 County in writing. Subject to applicable provisions of law, this Contract shall be in full force and effect as a Contract, from the date on which a fully executed and approved counterpart hereof is delivered to the Contractor and shall remain and continue in full force and effect until after the expiration of any guarantee period and the Contractor and his sureties are finally released by the County.

This agreement was approved by the Fulton County Board of Commissioner on [Insert approval date and item number].

[SIGNATURES NEXT PAGE]

IN WITNESS THEREOF, the Parties hereto have caused this Contract to be executed by their duly authorized representatives as attested and witnessed and their corporate seals to be hereunto affixed as of the day and year date first above written.

OWNER:

CONTRACTOR:

**FULTON COUNTY, GEORGIA**

***[Insert Contractor COMPANY NAME]***

\_\_\_\_\_  
John H. Eaves, Commission Chair  
Board of Commissioners

\_\_\_\_\_  
***[Insert Name & Title of person authorized to sign contract]***

ATTEST:

ATTEST:

\_\_\_\_\_  
Mark Massey  
Clerk to the Commission (Seal)

\_\_\_\_\_  
Secretary/  
Assistant Secretary

(Affix Corporate Seal)

APPROVED AS TO FORM:

\_\_\_\_\_  
Office of the County Attorney

APPROVED AS TO CONTENT:

\_\_\_\_\_  
***Kun Suwanarpa,***  
***Interim Director***

END OF SECTION

## INSTRUCTIONS TO BIDDERS

### 1. CONTRACT DOCUMENTS

The Contract Documents include the Contract Agreement, Contractor's Bid (including all documentation accompanying the Bid and any post-Bid documentation required by the County prior to the Notice of Award), Bonds, all Special Conditions, General Conditions, Supplementary Conditions, Specifications, Drawings and addenda, together with written amendments, change orders, field orders and the Construction Manager's written interpretations and clarifications issued in accordance with the General Conditions on or after the date of the Contract Agreement.

Shop drawing submittals reviewed in accordance with the General Conditions, geotechnical investigations and soils report and drawings of physical conditions in or relating to existing surface structures at or contiguous to the site are not Contract Documents.

The Contract Documents shall define and describe the complete work to which they relate.

### 2. BID PREPARATION

Bidders shall **SUBMIT ONE (1) ORIGINAL, SIGNED AND DATED, AND THREE (3) COPIES** on the forms provided in the Bid Document.

All bids must be made on the bid forms contained herein and shall be subject to all requirements of the Agreement Documents. All bids must be regular in every respect and no interlineations, excisions, or special conditions shall be made or included in the bid by the Bidder.

Lump sum, unit price and extensions of unit prices must be entered in the appropriate spaces provided on the Bid Schedule/Bid Form. Unit prices shall include an appropriate allocation of overhead and other indirect costs so that the summation of unit price extensions and lump sum items represents the total bid amount. All blank spaces must be typed or hand written in blue ink on the "Original". All dollar amounts must be BOTH in writing and figures and represent prices for the published scope of work without exceptions.

The County may, in its sole discretion, reject any bid determined as irregular, a conditional bid or any bid on which there is an alteration of, or departure from the Bid Schedule attached.

Erasures or other changes in the bids must be explained or noted over the signature of the Bidder. All corrections to any entry must be lined out and initialed by the Bidder. Please do not use correction tapes or fluid. Failure to do so shall render the Bidder as non-responsive and cause rejection of the bid.

Failure to execute the Bid Schedule/Bid Form documents may result in Bidder being deemed non-responsive and cause rejection of the bid.

### **3. RECEIPT AND OPENING OF BIDS**

Sealed bids will be received by the Fulton County Department of Purchasing & Contract Compliance at Fulton County Public Safety Building, 130 Peachtree Street, S.W., Suite 1168 Atlanta, Georgia 30303. All submitted bids shall be time and date stamped according to the clock at the front desk of the Fulton County Department of Purchasing & Contract Compliance. The original signed Bid with three (3) copies shall be submitted in a sealed envelope, addressed to the Department of Purchasing and Contract Compliance and labeled **#16ITB101268K-DB; Bethany Water Storage Tanks Maintenance and Rehabilitation.**

**REQUIRED SUBMITTALS:** The bidder **must complete and execute** the following:

1. Bid Form
2. Acknowledgement of each Addendum
3. Bid Bond
4. Purchasing Forms (See Submittal Check List at end of this Section), fully executed
5. Contract Compliance Forms (See Submittal Check List at end of this Section), fully executed
6. Risk Management Insurance Provisions Form
7. Evidence of Compliance with Corporate Experience Requirements

Any bids received after the stated time and date will not be considered. It shall be the sole responsibility of the bidder to have his/her bid delivered to the Fulton County Department of Purchasing and Contract Compliance for receipt on or before the stated time and date. If a bid is sent by U.S. Mail, the bidder shall be responsible for its timely delivery to the Purchasing Department. Bids delayed by mail will not be considered, shall not be opened, and arrangements shall be made for their return at the bidder's request and expense.

Bid shall be publicly opened, with only the names and total bid price of the bidders disclosed at the opening.

### **4. ADDENDA AND INTERPRETATIONS**

No interpretations of the meaning of the Drawings, Specifications or other pre-bid documents will be made to any Bidder orally.

Bidders requiring clarification or interpretation of the Contract Documents shall make a request in writing, either by mail, hand delivery, e-mail or fax, to the Purchasing Agent at the address below. To be given consideration, requests must be received no later than 2:00 PM, Friday, April 22, 2016. The County will not respond to any requests, oral or written, received after this date. Telephone inquiries will not be accepted.

Department of Purchasing and Contract Compliance  
Attn: Darlene A. Banks, APA  
Fulton County Public Safety Building  
130 Peachtree Street, S.W., 1168  
Atlanta, GA 30303  
Fax: (404) 893-1745  
E-Mail: [darlene.banks@fultoncountyga.gov](mailto:darlene.banks@fultoncountyga.gov)  
Bid # 16ITB101268K-DB

Only communications from firms that are in writing and signed will be recognized by the County as duly authorized expressions on behalf of proposers/bidders. Any and all such interpretations and any supplemental instructions will be in the form of written Addenda to the Specifications which, if any addend are issued to this Invitation to Bid.

Failure of Bidders to receive or acknowledge any Addendum shall not relieve them of any obligation under the Bid. All Addenda shall become part of the Contract Documents.

#### 5. SITE EXAMINATION

There will be a **Mandatory** site visit for this project. It will be held on **Wednesday, April 13, 2016, immediately following the Pre-Bid Conference. The Site Visit will be held at 2715 Bethany Road, Milton, Georgia 30004.** Bidders are required to attend.

#### 6. BIDDER'S MODIFICATION AND WITHDRAWAL OF BIDS

A Bidder may modify or withdraw its bid by written request, provided that the request is received by the County prior to the bid due date and time at the address to which bids are to be submitted. Provided further, that in case of an electronic request (i.e. facsimile, e-mail, etc.) a written confirmation thereof over the authorized signature of the Bidder must be received by the County at the address to which original Bids are to be submitted within three (3) calendar days after issue of the electronic message. Following withdrawal of its bid, the Bidder may submit a new bid, providing delivery is affected prior to the established bid opening date and time. **No bid may be withdrawn after bid due date for sixty (60) calendar days.**

#### 8. BID AND CONTRACT SECURITY

A Bid Bond for an amount equal to five percent (5%) of the bid amount must accompany each Proposal. The bid bond shall be submitted in a separate, sealed envelope marked "Bid Bond".

**Bids must be accompanied by a bid bond or certified check** in an amount of five percent (5%) of the TOTAL AMOUNT of the base bid. The bid bond or certified check shall apply ONLY TO THIS BID. The bid name and contract number must appear on the security instrument. The bond must remain in full

force and effect until the Bidder executes the final Contract. Bids not satisfying the bonding requirements of this project will be declared non-responsive.

Any bid bond, performance bond, payment bond, or security deposit required for public works construction contract shall be approved and filed with purchasing agent. At the option of the County, if the surety named in the bond is other than a surety company authorized by law to do business in this state pursuant to a current certificate of authority to transact surety business by the Commissioner of Insurance, such bond shall not be approved and filed unless such surety is on the United States Department of Treasury's list of approved bond sureties.

A Purchasing Agent shall approve as to form and as to the solvency of the surety any bid bond, performance bond, or payment bond required by this. In the case of a bid bond, such approval shall be obtained prior to acceptance of the bid or proposal. In the case of payment bonds and performance bonds, such approval shall be obtained prior to the execution of the contract.

Whenever, in the judgment of the County:

- (1) Any surety on a bid, performance, or payment bond has become insolvent;
- (2) Any corporation surety is no longer certified or approved by the Commissioner of Insurance to do business in the state; or
- (3) For any cause there are no longer proper or sufficient sureties on any or all the bonds

The County may require the contractor to strengthen any or all of the bonds or to furnish a new or additional bond or bonds within ten days. Thereupon, if so ordered by the County, all work on the contract shall cease unless such new or additional bond or bonds are furnished. If such bond or bonds are not furnished within such time, the County may terminate the contract and complete the same as the agent of and at the expense of the contractor and his or her sureties.

As a condition of responsiveness the bidder must contain a Bid Bond for an amount equal to 5% of the bid amount. The Bid Bond shall be included in a separate envelope marked on the outside "Bid Bond". Checks or letters of credit of any type will not be accepted. A certified cashier's check will be acceptable. Provide a completed and fully executed Bid Bond. When the bidder's package is opened, a purchasing agent will verify the presence of the Bid Bond and remove it from the Proposal Package.

If the bidder withdraws its bid from the competition after the selection of its bid for a reason not authorized by Georgia law, the County will proceed on the Bid Bond, along with any other available remedies.

The Surety of the Bid Bond shall be from a surety company authorized to do business in the State of Georgia, shall be listed in the Department of Treasury Circular 570, and shall have an underwriting limitation in excess of 100% of the bid amount. The Bonds and Surety shall be subject to approval by the County Attorney.

Attorneys-in-fact for bidders who sign bid bonds or contract bonds must file with each bond a certified and effectively dated copy of their power of attorney.

## **8. SURETY BONDS**

The submission of surety bonds subsequent to the Bid submission shall be:

- a. Any surety bond submitted in accordance with the Bid or Agreement requirements must be issued by a corporate surety company satisfactory to the Commission and authorized to act as such in the State of Georgia;
- b. Such bonds shall conform to the forms provided with the Bid Documents and be completed in accordance with the instructions thereon; and
- c. In accordance with Georgia law, and upon award of the Agreement, separate performance and payment bonds shall be required of the successful Bidder, each in an amount not less than the total amount payable under the Agreement. The performance bond shall remain in effect for one (1) year after final acceptance of the Work or the guaranty period under the Agreement, whichever is the larger.

The payment bond shall remain in effect for the period required under Georgia law for the payment bonds on public construction agreements. Reference is made to the bond forms and the Agreement Documents for additional particulars of the terms required in the bonds. In the case of any inconsistency between the Bond Forms and Georgia law, the law shall control. Alterations, extension of the time allowed for performance, extra and additional Work, and other changes authorized under the Agreement may be made without notice to or consent of the surety or sureties.

## **9. INSURANCE REQUIREMENTS**

The Contractor shall procure and maintain during the life of this Agreement, Workmen's Compensation, Public Liability, Property Damage, Automobile Liability insurance and any other insurance necessary to satisfy the requirements of the Agreement Documents. At the time of award, a copy of the successful Bidder's Certificate of Insurance must be provided through the County's online insurance compliance system.

The County has implemented an online insurance compliance system designed to make the experience of submitting and retrieval of insurance information quick and easy. This system is designed to be used by insurance brokers and agents on behalf of their insurance clients for submittal of Certificates of Insurance ("COI") directly to the Fulton County Department of Purchasing. Instructions will be provided to the successful bidder.

**10. RIGHT TO REJECT BIDS**

The County reserves the right to reject any or all bids and to waive informalities. No bids will be received after the time set for opening bids. Any unauthorized conditions, limitations or provisions attached to the Bid, except as provided herein, will render it informal and may cause its rejection. Unbalanced bids will be subject to rejection. Any bidder may withdraw his/her bid, either personally or by telegraphic or written request, at any time prior to the scheduled closing time for receipt of bids. Telegraphic or written requests for withdrawal must be in the possession of the County prior to the closing time for receipt of bids.

**11. APPLICABLE LAWS**

All applicable laws and regulations of the State of Georgia and ordinances and regulations of Fulton County shall apply. Protestors shall seek resolution of their complaints in the manner provided in the Fulton County Purchasing Code §102-488 et. seq., which is incorporated by reference herein.

**12. EXAMINATION OF CONTRACT DOCUMENTS**

Prospective bidders shall examine the contract documents and before submitting a bid, shall make a written request to the County for an interpretation or correction of any ambiguity, in consistency or error therein which could be discovered by a bidder. At the bid opening each bidder shall be presumed to have read and be familiar with the contract documents.

**13. BID EVALUATION**

- a. Each Bid timely received and in the County's hands at the time set forth for the Bid opening shall constitute an offer to perform the Agreement on the terms and conditions thereof, in strict accordance with the Agreement documents, and all other requirements, all for the Bid total. For good cause and valuable consideration, the sufficiency of which is acknowledged by submittal of a Bid, each Bidder promises and agrees that its Bid shall be irrevocable for a period of **sixty calendar days** after the Bid opening and will not be withdrawn or modified during that time. The County may accept any Bid by giving the Bidder Written Notice of acceptance during that time. If necessary, the period of time specified may be extended by written agreement between the County and the Bidder or Bidders concerned.
- b. After the Bids have been opened and before any award is made, the County will evaluate the Bid process, the Bid total, the supplements to the Bid form, Bidder's experience, proposed Subcontractors and equipment manufacturers and other data relating to Bidders' responsibility and qualifications to perform the Agreement satisfactorily.
- c. All extension of the unit prices shown and the subsequent addition of extended amounts may be verified by the County. In the event of a discrepancy between the unit price bid and the extension, the unit price will be deemed intended by the Bidder and the extension shall be adjusted. In

the event of a discrepancy between the sum of the extended amounts and the bid total, the sum of the extended amounts shall govern.

- d. Bidder may be required to submit, in writing, the addresses of any proposed Subcontractors or Equipment manufacturers listed on the Bid, and to submit other material information relative to proposed Subcontractors or Equipment manufacturers. The County reserves the right to disapprove any proposed Subcontractor or Equipment manufacturers whose technical or financial ability or resources or whose experience are deemed inadequate.
- e. The County reserves the right to reject any Bid the prices of which appear to be unbalanced, and to reject any or all Bids, or parts thereof, if it determines, in its sole discretion, that such rejection is in the best interest of the Commission. Where only a single responsible and responsive Bid is received, the County may in its sole discretion, elect to conduct a price or cost analysis of the Bid. Such Bidder shall cooperate with such analysis and provide such supplemental information as may be required. The determination whether to enter into an Agreement with such sole Bidder shall be solely within the County's discretion and not dependent upon performance of a price or cost analysis.
- f. Bids will be evaluated on the basis of determining the lowest Bid total of a Bidder, not including alternates, whose Bid is responsive to the Invitation to Bid and who is determined to be technically, financially and otherwise responsible to perform the Agreement satisfactorily, and to meet all other requirements of the Bidding Documents relating thereto. Any Bid may be rejected if it is determined by the County to be non-responsive, provided, however, that the Commission reserves the right to waive any irregularities or technicalities which it determines, within its sole discretion, to be minor in nature and in the interest of the public. Furthermore, any Bid may be rejected if it is determined by the County, in its sole discretion, that the Bidder is not capable of performing the Agreement satisfactorily based upon review of its experience and technical and financial capabilities, or the failure of such bidder to provide information requested relating to such determination. Additionally, the County reserves the right to disqualify Bids, before and after the bid opening, upon evidence of collusion with intent to defraud or other illegal practices upon the part of any Bidder(s).
- g. The County intends to award the Agreement at the earliest practicable date to the lowest responsive, responsible Bidder(s), provided that the Bid is within the funds available for the project. In addition, the Commission reserves the right to reject all Bids if it determines, in its sole discretion, that the public interest will be best served by doing so.
- h. A Pre-award Conference may be conducted with the apparent low Bidder(s) to review general requirements of the Bidding Documents.

#### 14. AWARD CRITERIA

Award will be made after evaluating the prices, responsiveness and responsibility of each Bidder.

A. **Responsiveness:** The determination of responsiveness will be determined by the following:

- a. The completeness of all material, documents and/or information required by the County;
- b. Whether the bidder has submitted a complete Bid form without irregularities, excisions, special conditions, or alternative bids for any item unless specifically requested in the Bid form.

B. **Responsibility:** The determination of the bidder's responsibility will be determined by the following

- a. The ability, capacity and skill of the Bidder to perform and/or provide the Work required;
- b. The County reserves the right to reject any bid if the evidence submitted by, or investigation of, the bidder fails to satisfy the County that he/she is properly qualified to carry out the obligations of the Contract;
- c. The character, integrity, reputation, judgment, experience and efficiency of the Bidder;
- d. The quality of performance of work on previous contracts or work; Maintains a permanent place of business individually or in conjunction with the prime contractor.
- e. Has the appropriate and adequate technical experience necessary to perform the Work;
- f. Has adequate personnel and equipment to do the Work expeditiously;
- g. Has suitable financial means to meet obligations incidental to the work.
- h. Meets Minimum Contractor Corporate Experience Requirement: The Bidder must be able to demonstrate the following experience as a condition of being deemed a Responsible Bidder:
  - i. Completion of at least five re-coating/re-painting projects.
  - ii. Each project must have included the re-coating of existing steel potable water storage tanks, 1,000,000 gallons or larger.
  - iii. At least two of the projects must have included high pressure water blast surface preparation of the exterior of the tank and application of an overcoat system.
  - iv. At least three of the projects must have included abrasive blast surface preparation of the interior of the tank to bare metal and recoated with a coating system that included a zinc prime coat. At least one of these projects must have surface preparation to SSPC SP-10 standards.
  - v. At least two projects must have included the draping of a tank in the performance of the work.
  - vi. At least three projects must have included the disinfection of the interior of the tank.

- vii. Each of the projects must have been completed since January 1, 2010. At least two of these projects must have been completed since January 1, 2010. Projects currently under construction will not qualify.

**15. DISQUALIFICATION OF BIDDERS**

Any of the following may be considered as sufficient for disqualification of a Bidder and the rejection of the Bid:

- a. Submission of more than one Bid for the same work by an individual, firm, partnership or Corporation under the same or different name(s);
- b. Evidence of collusion among Bidders;
- c. Previous participation in collusive bidding on Work for the County;
- d. Submission of an unbalanced Bid, in which the prices quoted for same items are out of proportion to the prices for other items;
- e. Lack of competency of Bidder. The Agreement will be awarded only to a Bidder(s) rated as capable of performing the Work.

**16. BASIS OF AWARD**

The Contract, if awarded, will be awarded to the lowest responsive and responsible bidder. No bid may be withdrawn for a period of sixty (60) days after the date of bid opening except as permitted by O.C.G.A., §36-91-41 et seq., as amended. Each Bid must be accompanied by a Bid Bond in accordance with the Bid Bond Requirements provided in the Contract Documents, on a Surety Company's Standard Bid Bond Form acceptable to the County in an amount no less than 5% of the amount bid. The successful bidder will be required to furnish a Performance Bond and Payment Bond, **on or before** the issuance of Notice to Proceed, each in the amount of 100% of the Contract Amount. All other required Contract Documents must be fully completed and executed by the Contractor and his/her Surety, and submitted to the Owner **on or before** the issuance of the Notice to Proceed.

## **17. PROFESSIONAL LICENSES (NOT APPLICABLE)**

The State of Georgia requires that the following professions are required by state law to be licensed:

1. Electricians
2. Plumbers
3. Conditioned Air Contractors
4. Low voltage Contractors

Bidders and any sub-contractors performing any of the above described work must provide a copy of their license for the work they will perform on this project. Bidders must complete Form C3: Georgia Professional License Certification in Section 6, Purchasing Forms Failure to provide the required license may deem your bid non-responsive.

## **18. WAGE CLAUSE**

Pursuant to 102-413, Each Contractor shall agree that in the performance of the Contract he will comply with all lawful agreements, if any, which the Contractor had made with any association, union, or other entity, with respect to wages, salaries, and working conditions, so as not to cause inconvenience, picketing, or work stoppage.

## **19. NOTICE OF AWARD OF CONTRACT**

As soon as possible, and within sixty (60) days after receipt of bids, the County shall notify the successful Bidder of the Award of Contract.

The award shall be made by the Board of Commissioners of Fulton County to the lowest responsive, responsible bidder(s) as soon as possible after receipt of bids, taking into consideration price and the responsiveness to the requirements set forth in the Invitation for Bid. In such case, no claim shall be made by the selected Contractor(s) for loss of profit if the contract is not awarded or awarded for less work than is indicated and for less than the amount of his bid. The total of the awarded contract shall not exceed the available funds allocated for this project.

Should the County require additional time to award the contract, the time may be extended by mutual agreement between the County and the successful bidder. If an Award of Contract has not been made within sixty (60) days from the bid date or within the extension mutually agreed upon, the Bidder may withdraw the Bid without further liability on the part of either party.

Any award made by the Board of Commissioners as a result of this bid will begin from the date of the notice to proceed. The Bidder agrees hereby to commence work under this Contract, with adequate personnel and equipment, on a date to be specified in a written order from the user department. The contract shall become effective on the Contract Date and shall continue in effect until the end of the term

of the contract or until the project has been closed-out unless earlier terminated pursuant to the termination provisions of the contract.

**20. EXECUTION OF CONTRACT DOCUMENTS**

Upon notification of Award of Contract, the County shall furnish the Contractor the conformed copies of Contract Documents for execution by the Contractor and Contractor's surety.

Within ten (10) days after receipt the Contractor shall return all the documents properly executed by the Contractor and the Contractor's surety. Attached to each document shall be an original power-of-attorney for the person executing the bonds for the surety and certificates of insurance for the required insurance coverage.

After receipt of the documents executed by the Contractor and his surety with the power-of-attorney and certificates of insurance, the County shall complete the execution of the documents. Distribution of the completed documents will be made upon completion.

Should the contractor and/or surety fail to execute the documents within the time specified, the County shall have the right to proceed on the Bid Bond accompanying the bid.

If the County fails to execute the documents within the time limit specified, the Contractor shall have the right to withdraw the Contractor's bid without penalty.

Should an extension of any of the time limits stated above be required, this shall be done only by mutual agreement between both parties.

Any agreement or contract resulting from the acceptance of a bid shall be on a County approved document form. The County reserves the right to reject any agreement that does not conform to the Invitation for Bid and any County requirements for agreements and contracts. The County reserves the right to modify the agreement resulting from this bid upon the recommendation of the County Attorney.

**21. EQUAL EMPLOYMENT OPPORTUNITY ("EEO") IN PURCHASING AND CONTRACTING**

To be eligible for award of this Agreement, the Bidder must certify and fully comply with the requirements, terms, and conditions of the County's Non Discrimination in Contracting and Procurement.

**22. JOINT VENTURE**

Any Bidder intending to respond to this solicitation as a joint venture must submit an executed joint venture agreement with its offer. The agreement must designate those persons or entities authorized to execute documents or otherwise bind the

joint venture in all transactions with Fulton County, or be accompanied by a document, binding upon the joint venture and its constituent members, making such designation. Offers from joint ventures that do not include these documents will be rejected as being non-responsive.

**23. CONTRACTORS COMPLIANCE WITH ALL ASSURANCES AND/OR PROMISES MADE IN RESPONSE TO PROCUREMENT**

Should any Bidder submit a response to the County promising to provide a certain level of service for either the scope of work, MFBE participation, or any other matter, including where such promise or assurance is greater than what is required by the procurement documents, and should this response containing the promise or assurance be accepted by the County and made a part of the Contract Documents, then this degree or level of service promised by the bidder relating to the scope of work, MFBE participation, or other matter shall be considered to be a material part of the Agreement between the bidder and the County, such that the bidder's failure to provide the agreed upon degree or level of service or participation shall be a material breach of the Agreement giving the County just cause to terminate the Agreement for cause, pursuant to the General Conditions of the Agreement.

**24. GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT**

This Invitation to Bid is subject to the Georgia Security & Immigration Compliance Act. Effective July 1, 2013, bidders and proposers are notified that all bids/proposals for services that are to be physically performed within the State of Georgia must be accompanied by proof of their registration with and continuing and future participation in the E-Verify program established by the United States Department of Homeland Security. Physical performance of services means any performance of labor or services for a public employer using a bidding process or by contract wherein the labor or services exceed \$2,499.99<sup>99</sup> (except for services performed by an individual who is licensed pursuant to Title 26, Title 43, or the State Bar of Georgia).

A completed affidavit must be submitted on the top of the bid/proposal at the time of submission, prior to the time for opening bids/proposals. Under state law, the County cannot consider any bid/proposal which does not include a completed affidavit. It is not the intent of this notice to provide detailed information or legal advice concerning the Georgia Security & Immigration Compliance Act. All bidders/proposers intending to do business with the County are responsible for independently apprising themselves and complying with the requirements of that law and its effect on County procurements and their participation in those procurements. For additional information on the E-Verify program or to enroll in the program, go to: <https://e-verify.uscis.gov/enroll>.

The Director of Purchasing & Contract Compliance is authorized to conduct random audits of a contractor's or subcontractors' compliance with the Illegal Immigration Reform and Enforcement Act and the rules and regulations of the Georgia Department of Labor. See Section 6, Purchasing Forms & Instructions for declarations and affidavits.

**25. SUBCONTRACTING OPPORTUNITIES**

Potential prime contractors submitting a bid on this project for Fulton County and are seeking subcontractors and/or suppliers can advertise those subcontracting opportunities on the County's website, <http://www.fultoncountyga.gov> under "Subcontracting Bid Opportunities".

**26. TERM OF CONTRACT**

The term of the Agreement shall be for a period of two hundred twenty calendar days, or as may be amended under the Agreement to comprise the Agreement Time. Contractor shall commence the Work within ten calendar days after receipt of Notice to Proceed and shall substantially complete the Work within one hundred ninety (190) calendar days from issuance of the Notice to Proceed and finally complete the Work within two hundred twenty calendar (220) days of issuance of the Notice to Proceed.

**27. NO CONTACT PROVISION**

It is the policy of Fulton County that the evaluation and award process for County contracts shall be free from both actual and perceived impropriety, and that contacts between potential vendors and County officials, elected officials and staff regarding pending awards of County contracts shall be prohibited.

- A. No person, firm, or business entity, however situated or composed, obtaining a copy of or responding to this solicitation, shall initiate or continue any verbal or written communication regarding this solicitation with any County officer, elected official, employee, or designated County representative, between the date of the issuance of this solicitation and the date of the County Manager's recommendation to the Board of Commissioners for award of the subject contract, except as may otherwise be specifically authorized and permitted by the terms and conditions of this solicitation.
- B. All verbal and written communications initiated by such person, firm, or entity regarding this solicitation, if same are authorized and permitted by the terms and conditions of this solicitation, shall be directed to the Purchasing Agent.
- C. Any violation of this prohibition of the initiation or continuation of verbal or written communications with County officers, elected officials, employees, or designated County representatives shall result in a written finding by the Purchasing Agent that the submitted Bid or proposal of the person, firm, or entity in violation is "non-responsive", and same shall not be considered for award.

**28. AUTHORIZATION TO TRANSACT BUSINESS**

If the Contractor is a corporation or corporations combined to form a joint venture, the corporation or members of the joint venture team, prior to Agreement execution, must submit documentary evidence from the Secretary of State that the corporation

is in good standing and that the corporation is authorized to transact business in the State of Georgia.

**29. PRE-CONSTRUCTION CONFERENCE**

A pre-construction conference may be held with the successful Bidder and all known Subcontractors at a time and place set by the County.

**30. SUBSTITUTIONS**

See Technical Specifications.

**31. RIGHT TO PROTEST**

Any actual bidder or offeror that has submitted a bid/proposal for a particular procurement and is aggrieved in connection with the solicitation or award of the contract shall protest in writing to the purchasing agent after the date that the specific bid or proposal is submitted. No protest will be accepted or considered prior to the date the specific bid or proposal is submitted; it will be considered untimely. All protests shall set forth in full detail the factual and legal bases for the protest and specific relief sought by the protestor. Protests arising from factual or legal bases that the protestor knew or should have known prior to the submission of the bid/proposal must be submitted within three business days of the submission of the bid/proposal. Protests arising from factual or legal bases that the protestor knew or should have known subsequent to the date the bid/proposal was submitted must be submitted within ten business days after the protestor knew or should have known of such bases, but in no event shall any protest be submitted more than ten business days after the award of the contract. Untimely protests will not be considered by the purchasing agent and will be simply denied as untimely. Decisions on timeliness by the purchasing agent are not appealable. An oral protest or a protest to an official, employee, User Department, or other person apart from the Director of Purchasing & Contract Compliance does not comply.

**32. BID GENERAL CONDITIONS**

1. Proposals may be withdrawn upon receipt of a written request prior to the stated due date and time. If a firm seeks to withdraw a proposal after the due date and time, the firm must present a notarized statement indicating that an error was made, with an explanation of how it occurred. The withdrawal request must be accompanied by documentation supporting the claim. Prior to approving or disapproving the request, an opinion will be obtained from Fulton County's Legal Counsel indicating whether the firm is bound by its proposal.

Proposals for projects that are solicited pursuant to the Georgia Local Government Public Works Construction Law (O.C.G.A. § 36-91-1 et seq.) may be withdrawn as follows:

The County must advise Offerors in the request for proposals of the number of days that Offerors will be required to honor their proposals. If an Offeror is not selected within 60 days of opening the proposals, any Offeror that is determined by the governmental entity to be unlikely of being selected for contract award will be released from the proposal.

2. Fulton County shall be the sole judge of the quality and the applicability of all proposals. Design, features, overall quality, local facilities, terms and other pertinent considerations will be taken into account in determining acceptability.
3. The successful Offeror must assume full responsibility for delivery of all goods and services proposed.
4. The successful Offeror must assume full responsibility for replacement of all defective or damaged goods and/or performance of contracted services within thirty (30) days' notice by the County of such defect, damage or deficiency.
5. The successful Offeror must assume full responsibility for providing warranty service on all goods, materials, or equipment provided to the County with warranty coverage. Should a vendor be other than the manufacturer, the vendor and not the County is responsible for contacting the manufacturer. The Offeror is solely responsible for arranging for the service to be performed.
6. The successful Offeror shall be responsible for the proper training and certification of personnel used in the performance of the services proposed.
7. The successful Offeror shall not assign, transfer, convey, sublet, or otherwise dispose of any contract resulting from the ITB or of any of its rights, title or interest therein without prior written consent of the Fulton County Board of Commissioners.
8. In case of default by the successful Offeror, Fulton County may procure the articles or services from another source and hold the successful Vendor responsible for any resultant excess cost.
9. All proposals and bids submitted to Fulton County are subject to the Georgia "Open Records Act", Official Code of Georgia, Annotated (O.C.G.A.) § 50-18-70 et seq.
10. All proposals and bids submitted to Fulton County involving Utility Contracting are subject to the Georgia law governing licensing of Utility Contractors, O.C.G.A. §43-14-8.2(h).

**33. SUBMITTALS**

The following submittals must be completed and submitted with the Bid Submittal. This checklist is provided to ensure that the Bidder submits certain required information with its Bid.

	<b>Bid Submittal Check Sheet</b>	<b>Check (√)</b>
1.	<b>Georgia Security and Immigration Contractor Affidavit(s) and Agreements</b>	
2.	<b>Georgia Security and Immigration Subcontractor Affidavit(s)</b>	
3.	<b>Bid Form</b>	
4.	<b>Acknowledgment of Addenda</b>	
5.	<b>Bid Bond</b>	
6.	<b>Non-Collusion Affidavit</b>	
7.	<b>Certificate of Acceptance of Request for Bid</b>	
8.	<b>Georgia Utility Contractor's License (not applicable)</b>	
9.	<b>Georgia General Contractors License (applicable)</b>	
10.	<b>Georgia Professional License (not applicable)</b>	
11.	<b>Certificate Regarding Debarment</b>	
12.	<b>Disclosure Form and Questionnaire</b>	
13.	<b>Office of Contract Compliance Requirements (submitted in a separate envelope)</b>	
14.	<b>Proof of Insurance Coverage</b>	
15.	<b>Evidence of Compliance with Corporate Experience Requirements</b>	

**END OF SECTION**

**BID FORM**

Submitted To: Fulton County Government

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

For: **#16ITB101268K-DB; Bethany Water Storage Tanks Maintenance and Rehabilitation**

Submitted on \_\_\_\_\_, 20\_\_.

The undersigned, as Bidder, hereby declares that the only person or persons interested in the Bid as principal or principals is or are named herein and that no other person than herein mentioned has any interest in this Bid or in the Contract to be entered into; that this Bid is made without connection with any other person, company or parties making a Bid; and that it is in all respects fair and in good faith without collusion or fraud.

The Bidder further declares that he has examined the site of the work and informed himself fully in regard to all conditions pertaining to the place where the work is to be done; that he has examined the Drawings and Specifications for the work and contractual documents relative thereto, and has read all instructions to Bidders and General Conditions furnished prior to the openings of bids; that he has satisfied himself relative to the work to be performed.

The Bidder proposes and agrees, if this Bid is accepted, to contract with the Board of Commissioners of Fulton County, Atlanta, Georgia, in the form of contract specified, to furnish all necessary materials, equipment, machinery, tools, apparatus, means of transportation and labor necessary, and to complete the construction of the work in full and complete accordance with the shown, noted, and reasonably intended requirements of the Specifications and Contract Documents to the full and entire satisfaction of the Board of Commissioners of Fulton County, Atlanta, Georgia, with a definite understanding that no money will be allowed for extra work except as set forth in the attached General Conditions and Contract Documents for the following prices.

THE BASE BID IS THE AMOUNT UPON WHICH THE BIDDER WILL BE FORMALLY EVALUATED AND WHICH WILL BE USED TO DETERMINE THE LOWEST RESPONSIBLE BIDDER.

The base bid may not be withdrawn or modified for a period of sixty (60) days following the receipt of bids.

**BASE BID AMOUNT** (Do not include any Bid Alternates)

\$ \_\_\_\_\_  
(Dollar Amount in Numbers)

\_\_\_\_\_  
(Dollar Amount in Words)

The Bidder agrees hereby to commence work under this Contract, with adequate personnel and equipment, on a date to be specified in a written "Notice to Proceed" from the County.

The Bidder declares that he understands that the quantities shown for the unit price items are subject to either increase or decrease, and that should the quantities of any of the items of work be increased, the Bidder proposes to do the additional work at the unit prices stated herein; and should the quantities be decreased, the Bidder also understands that payment will be made on the basis of actual quantities at the unit price bid and will make no claim for anticipated profits for any decrease in quantities; and that actual quantities will be determined upon completion of work, at which time adjustments will be made to the contract amount by direct increase or decrease.

**BASE BID AMOUNT**

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT COST	TOTAL PRICE
1.	Bethany East (#1) 2.0 MG Tank				
a.	Exterior Rehabilitation		LS		
b.	Interior Rehabilitation		LS		
2.	Bethany West (#2) 2.0 MG Tank				
a.	Exterior Rehabilitation		LS		
b.	Interior Rehabilitation		LS		
3.	Cash Allowances				
a.	Coating Testing/Inspection		Allowance		\$75,000
b.	Miscellaneous Metalwork		Allowance		\$25,000
c.	Owner Controlled Contingency		Allowance		\$50,000
<b>*** ADDITIONAL WORK IF ORDERED BY THE ENGINEER ***</b>					
4.					
a.	Pit Filling	50	SF		
b.	Pit Welds	100	EACH		
c.	Seam Welds	200	LF		
d.	Plate Welding	10	SF		
e.	Caulking wall and floor seams	3,500	LF		
	<b>TOTAL BASE BID AMOUNT (lines 1-4)</b>				

**ALTERNATE #1**

REPLACE ITEM 2B WITH: FURNISHING ALL PRODUCTS, MATERIALS AND EQUIPMENT AND PERFORMING ALL LABOR NECESSARY TO PERFORM INTERIOR WET BLAST AND RECOAT AND APPLY COATING SYSTEM 344WZ TO BETHANY WEST (#2) STORAGE TANK, FOLLOWING ALL REQUIREMENTS OF THE TECHNICAL SPECIFICATIONS.

DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT COST	TOTAL COST
	LS			

**ALTERNATE #2**

REPLACE ITEM 2B WITH: FURNISHING ALL PRODUCTS, MATERIALS AND EQUIPMENT AND PERFORMING ALL LABOR NECESSARY TO PERFORM INTERIOR DRY BLAST AND RECOAT AND APPLY COATING SYSTEM 346WB TO BETHANY WEST (#2) STORAGE TANK, FOLLOWING ALL REQUIREMENTS OF THE TECHNICAL SPECIFICATIONS.

DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT COST	TOTAL COST
	LS			

The Bidder furthermore agrees that, in the case of a failure on his part to execute the Contract Agreement and Bonds within ten days after receipt of conformed contract documents for execution, the Bid Bond accompanying his bid and the monies payable thereon shall be paid into the funds of the Owner as liquidated damages for such failure.

Enclosed is a Bid Bond in the approved form, in the sum of:

\_\_\_\_\_ Dollars

(\$\_\_\_\_\_) according to the conditions of "Instructions to Bidders" and provisions thereof.

The undersigned acknowledges receipt of the following addenda (list by the number and date appearing on each addendum) and thereby affirms that its Bid considers and incorporates any modifications to the originally issued Bidding Documents included therein.

ADDENDUM # \_\_\_\_\_ DATED \_\_\_\_\_

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



Note: If the Bidder is a corporation, the Bid shall be signed by an officer of the corporation; if a partnership, it shall be signed by a partner. If signed by others, authority for signature shall be attached.

The full name and addresses of persons or parties interested in the foregoing Bid, as principals, are as follows:

Name	Address
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

**END OF SECTION**

### BID BOND

No bid for a contract in Fulton County for work to be done shall be valid for any purpose unless the Contractor shall give a Bid Bond with good and sufficient surety payable to, in favor of, and for the protection of Fulton County. The Bid Bond shall not be less than 5% of the total amount payable by the terms of the Contract. No bid shall be read aloud or considered if a proper bid bond has not been submitted.

Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State of Georgia.

Attestation for the corporation must be by the corporate officer; for a partnership by another partner; for an individual by a notary with the corporate seal.

**BID BOND**  
**#16ITB101268K-DB; BETHANY WATER STORAGE TANKS MAINTENANCE AND REHABILITATION**  
**FULTON COUNTY GOVERNMENT**

KNOW ALL MEN BY THESE PRESENTS, THAT WE \_\_\_\_\_

\_\_\_\_\_ hereinafter called the PRINCIPAL, and \_\_\_\_\_

\_\_\_\_\_ hereinafter call the SURETY, a corporation chartered and existing under the laws of the State of \_\_\_\_\_ and duly authorized to transact Surety business in the State of Georgia, are held and firmly bound unto the Fulton County Government (COUNTY), in the penal sum of \_\_\_\_\_ Dollars and Cents (\$ \_\_\_\_\_) good and lawful money of the United States of America, to be paid upon demand of the COUNTY, to which payment well and truly to be made we bind ourselves, our heirs, executors, and administrators and assigns, jointly and severally and firmly by these presents.

WHEREAS the PRINCIPAL has submitted to the COUNTY, for **#16ITB101268K-DB; BETHANY WATER STORAGE TANKS MAINTENANCE AND REHABILITATION**, a Bid;

WHEREAS the PRINCIPAL desires to file this Bond in accordance with law:

NOW THEREFORE: The conditions of this obligation are such that if the Bid be accepted, the PRINCIPAL shall within ten (10) calendar days after receipt of written notification from the COUNTY of the award of the Contract execute the Contract in accordance with the Bid and upon the terms, conditions and prices set forth therein, in the form and manner required by the COUNTY, and execute sufficient and satisfactory Performance and Payments Bonds payable to the COUNTY, each in the amount of one hundred percent (100%) of the total contract price, in form and with security satisfactory to said COUNTY, then this obligation to be void; otherwise, to be and remain in full force and virtue in law; and the SURETY shall upon failure of the PRINCIPAL to comply with any or all of the foregoing requirements within the time specified above immediately pay to the COUNTY, upon demand the amount hereof in good and lawful money of the United States of America, not as a penalty, but as liquidated damages.

In the event suit is brought upon this Bond by the COUNTY and judgment is recovered, the SURETY shall pay all costs incurred by the COUNTY in such suit, including attorney's fees to be fixed by the Court.

Enclosed is a Bid Bond in the approved form, in the amount of \_\_\_\_\_  
\_\_\_\_\_ Dollars  
(\$ \_\_\_\_\_) being in the amount of five percent (5%) of the Contract Sum.  
The money payable on this bond shall be paid to the COUNTY, for the failure of the Bidder to  
execute a Contract within ten (10) days after receipt of the Contract and at the same time furnish  
a Payment Bond and Performance Bond.

(SIGNATURES ON NEXT PAGE)

IN TESTIMONY THEREOF, the PRINCIPAL and SURETY have caused these presents to be duly signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

ATTEST:

\_\_\_\_\_  
PRINCIPAL

\_\_\_\_\_  
BY \_\_\_\_\_

(SEAL)

**CERTIFICATE AS TO CORPORATE PRINCIPAL**

I, \_\_\_\_\_, certify that I am the Secretary of the Corporation named as principal in the within bond; that \_\_\_\_\_, who signed the said bond of said corporation; that I know this signature, and his/her signature thereto is genuine; and that said bond was duly signed, sealed and attested for in behalf of said Corporation by authority of its governing body.

\_\_\_\_\_  
SECRETARY

(CORPORATE SEAL)

\_\_\_\_\_  
SURETY

\_\_\_\_\_  
BY \_\_\_\_\_

(SEAL)

**END OF SECTION**

### PAYMENT BOND

No Contract with Fulton County for work to be done shall be valid for any purpose unless the Contractor provides a Payment Bond with good and sufficient surety payable to Fulton County for the use and protection of all sub-contractors and all persons supplying labor, materials, machinery, and equipment in the prosecution of the work provided for in the Contract. The Payment Bond shall be in the amount of 100% of the total contract amount, payable by the terms of the Contract, and shall be written on the following form.

Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State of Georgia.

Attestation for the corporation must be by the corporate officer; for a partnership by another partner; for an individual by a notary with the corporate seal.



6. No action may be maintained on this Bond after one (1) year from the date the last services, labor, or materials were provided under the Contract by the Claimant prosecuting said action.

7. This Bond is intended to comply with O.C.G.A. Section 13-10-1, and shall be interpreted so as to comply with the minimum requirements thereof. However, in the event the express language of this Bond extends protection to the Owner beyond that contemplated by O.C.G.A. Section 13-10-1, or any other statutory law applicable to this Project, then the additional protection shall be enforced in favor of the Owner, whether or not such protection is found in the applicable statutes. **IN WITNESS WHEREOF**, the Principal and Surety have hereunto affixed their corporate seals and caused this obligations to be signed by their duly authorized representatives this \_\_\_\_\_ of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_(SEAL)  
(Principal)

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

Attest:

\_\_\_\_\_  
Secretary

\_\_\_\_\_(SEAL)  
(Surety)

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

Attest:

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
(Address of Surety's Home Office)

\_\_\_\_\_  
(Resident Agent of Surety)

### PERFORMANCE BOND

No contract with Fulton County for work to be done shall be valid for any purpose unless the Contractor provides a Performance Bond with good and sufficient surety payable to, in favor of, and for the protection of Fulton County. The Performance Bond shall be in the amount of 100% of the total contract amount, payable by the terms of the Contract, and shall be written on the following form.

Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business as a surety in Georgia.

Attestation for the corporation must be by the corporate officer; for a partnership by another partner; for an individual by a notary with the corporate seal.

## PERFORMANCE BOND

**KNOW ALL MEN BY THESE PRESENTS** that \_\_\_\_\_  
(hereinafter called the "Principal") and \_\_\_\_\_  
(hereinafter called the "Surety"), are held and firmly bound unto **FULTON COUNTY**, a political subdivision of the State of Georgia (hereinafter called the "Owner"), its successors and assigns, in the penal sum of \_\_\_\_\_  
[100% of Contract amount], lawful money of the United States of America, for the payment of which the Principal and the Surety bind themselves, their administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

**WHEREAS**, the Principal has entered, or is about to enter, into a certain written contract with the Owner, dated \_\_\_\_\_, which is incorporated herein by reference in its entirety (hereinafter called the "Contract"), for construction-type services of a project known as **Bethany Water Storage Tanks Maintenance and Rehabilitation**, as more particularly described in the Contract (hereinafter called the "Project");

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

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

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

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

incurred by the Owner in making good any such failure of performance on the part of the Principal.

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

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

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

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

This Bond is intended to comply with O.C.G.A. Section 36-91-1 et seq., and shall be interpreted so; as to comply with; the minimum requirements thereof. However, in the event the express language of this Bond extends protection to; the Owner beyond that contemplated by O.C.G.A. Section 36-91-1 et seq. and O.C.G.A. Section 13-10-1, as amended, or any other statutory law applicable to this Project, then the additional protection shall be enforced in favor of the Owner, whether or not such protection is found in the applicable statutes.

**IN WITNESS WHEREOF** the undersigned have caused this instrument to be executed and their respective corporate seals to be affixed and attested by their duly authorized representatives this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
(Principal) (SEAL)

By \_\_\_\_\_

Attest:

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
(Surety) (SEAL)

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

Attest:

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
(Address of Surety's Home Office)

\_\_\_\_\_  
(Resident Agent of Surety)

**END OF SECTION**

## SECTION 4

### SCOPE OF WORK AND TECHNICAL SPECIFICATIONS

This project generally consists of rehabilitation of Bethany #1 (East), a 2.0 million gallon elevated water storage tank, and Bethany #2 (West), a 2.0 million gallon elevated water storage tank. Maintenance and Rehabilitation will include tank interior and exterior surface preparation and re-coating. Draping of tank exteriors will be required for all tank exterior surface preparation and coating operations.

The work to be performed on this project shall consist of furnishing all labor, materials, tools, equipment and incidentals and performing all work required to conduct a full blast and recoat, overcoat, or cleaning and inspection as required of the Bethany Tanks as outlined below:

1. Bethany East (#1) 2.0 MG Tank
  - a. Exterior Roof: Blast and Recoat
  - b. Exterior Bottom: Blast and Recoat
  - c. Exterior Side Wall: Pressure Wash and Overcoat
  - d. Interior Wet: Blast and Recoat
  - e. Interior Dry: Blast and Recoat
  
2. Bethany West (#2) 2.0 MG Tank
  - a. Exterior Roof: Blast and Recoat
  - b. Exterior Bottom: Pressure Wash and Overcoat
  - c. Exterior Side Wall: Pressure Wash and Overcoat
  - d. Interior Wet: Clean and Inspect
  - e. Interior Dry: Clean and Inspect

Draping of tank exteriors will be required for all tank exterior surface preparation and coating operations.

## SECTION 5

### INSURANCE AND RISK MANAGEMENT PROVISIONS

The following is the minimum insurance and limits that the Contractor/Vendor must maintain. If the Contractor/Vendor maintains higher limits than the minimum shown below, Fulton County Government requires and shall be entitled to coverage for the higher limits maintained by the Contractor/Vendor.

It is Fulton County Government's practice to obtain Certificates of Insurance from our Contractors and Vendors. Insurance must be written by a licensed agent in a company licensed to write insurance in the State of Georgia. Respondents shall submit with the bid/proposal evidence of insurability satisfactory to Fulton County Government as to form and content. Either of the following forms of evidence is acceptable:

- A letter from an insurance carrier stating that upon your firm/company being the successful Bidder/Respondent that a Certificate of Insurance shall be issued in compliance with the Insurance and Risk Management Provisions outlined below.
- A Certificate of Insurance complying with the Insurance and Risk Management Provisions outlined below (Request for Bid/Proposal number and Project Description must appear on the Certificate of Insurance).
- A combination of a specific policy written with an umbrella policy covering liabilities in excess of the required limits is acceptable to achieve the applicable insurance coverage levels.

Any and all Insurance Coverage(s) and Bonds required under the terms and conditions of the contract shall be maintained during the entire length of the contract, including any extensions or renewals thereto, and until all work has been completed to the satisfaction of Fulton County Government.

**Accordingly the Respondent shall provide a certificate evidencing the following:**

**1. WORKERS COMPENSATION/EMPLOYER'S LIABILITY INSURANCE – STATUTORY (In compliance with the Georgia Workers Compensation Acts and any other State or Federal Acts or Provisions in which jurisdiction may be granted)**

Employer's Liability Insurance	BY ACCIDENT - EACH ACCIDENT	\$500,000
Employer's Liability Insurance	BY DISEASE - POLICY LIMIT	\$500,000
Employer's Liability Insurance	BY DISEASE - EACH EMPLOYEE	\$500,000

**2. COMMERCIAL GENERAL LIABILITY INSURANCE (Including contractual Liability Insurance)**

Bodily Injury and Property Damage Liability	Each Occurrence	-	\$1,000,000
(Other than Products/Completed Operations)	General Aggregate	-	\$2,000,000

Products\Completed Operations	Aggregate Limit	-	\$2,000,000
Personal and Advertising Injury	Limits	-	\$1,000,000
Damage to Rented Premises	Limits	-	\$100,000

**3. BUSINESS AUTOMOBILE LIABILITY INSURANCE**

<b>Bodily Injury &amp; Property Damage</b>	Any One Accident	-	\$1,000,000
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(coverage to include owned, non-owned and hired automobiles)

<b>4. UMBRELLA LIABILITY</b>	Each Occurrence	-	\$1,000,000
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(In excess of Auto, General Liability and Employers Liability)

**Certificates**

The aforementioned insurance policies shall contain or be endorsed to contain a Provision that coverage afforded under such policies shall not expire, be cancelled or altered without at least forty-five (45) days' written notice to Fulton County Government. Certificates of Insurance are to list Fulton County Government as an Additional Insured (except for Workers' Compensation) using the ISO Additional Insured Endorsement form cg 20 10 (11/85) version, it's equivalent or on a blanket basis.

The insurance shall apply as Primary Insurance before any other insurance or self-insurance, including any deductible, non-contributory, and Waiver of Subrogation provided in favor of Fulton County.

Additional Insured under the General Liability, Auto Liability, Umbrella Policies (with exception of Workers Compensation), with no Cross Suits exclusion.

If Fulton County Government shall so request, the Respondent, Contractor or Vendor will furnish the County for its inspection and approval such policies of insurance with all endorsements, or confirmed specimens thereof certified by the insurance company to be true and correct copies.

Such certificates and notices shall be sent to:

Fulton County Government – Purchasing Department  
130 Peachtree Street, S.W.  
Suite 1168  
Atlanta, Georgia 30303-3459

**Important:**

It is understood that neither failure to comply nor full compliance with the foregoing insurance requirements shall limit or relieve the Contractor/Vendor from liability incurred as a result of their activities/operations in conjunction with the Contract and/or Scope of Work.

**USE OF PREMISES**

Contractor/Vendor shall confine its apparatus, the storage of materials and the operations of its workers to limits/requirements indicated by law, ordinance, permits and any restrictions of Fulton County Government and shall not unreasonably encumber the premises with its materials (Where applicable).

**PROTECTION OF PROPERTY**

Contractor/Vendor will adequately protect its own work from damage, will protect Fulton County Government's property from damage or loss and will take all necessary precautions during the progress of the work to protect all persons and the property of others from damage or loss.

Contractor/Vendor shall take all necessary precautions for the safety of employees of the work and shall comply with all applicable provisions of the Federal, State and local safety laws and building codes to prevent accidents or injury to persons on, about, or adjacent to the premises where work is being performed.

Contractor/Vendor shall erect and properly maintain at all times as required by the conditions and progress of the work, all necessary safeguards for the protection of its employees, Fulton County Government employees and the public and shall post all applicable signage and other warning devices to protect against potential hazards for the work being performed (Where applicable).

THE RESPONDENT ACKNOWLEDGES HAVING READ, UNDERSTANDING, AND AGREES TO COMPLY WITH THE ABOVE STATEMENTS, AND IS AUTHORIZED TO SIGN CONTRACTS ON BEHALF OF THE RESPONDING COMPANY.

COMPANY: \_\_\_\_\_ SIGNATURE: \_\_\_\_\_

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

DATE: \_\_\_\_\_

## PURCHASING FORMS & INSTRUCTIONS

This section contains the procurement forms that are required to be executed and submitted with the bid package. This section does not contain all forms required to be included with the bid package submittal.

To be deemed responsive to this ITB, Bidders must provide the information requested and complete in detail all Purchasing Forms. The appropriate individual(s) authorized to commit the Bidder to the Project must sign the Purchasing Forms. Bidders should reproduce each Purchasing Form, as required, and complete the appropriate portions of the forms provided in this section.

- Form A: Non-Collusion Affidavit of Prime Bidder/Offeror
- Form B: Certificate of Acceptance of Request for Bid/Proposal Requirements
- Form C: Professional License Certifications
  - Form C1 – Georgia Utility License Contractor License (**non-applicable**)
  - Form C2 – Georgia General Contractors License (**applicable**)
  - Form C3 – Georgia Professional License (**non-applicable**)
- Form D: Certification Regarding Debarment
- Form E: Disclosure Form and Questionnaire
- Form F: Georgia Security and Immigration Contractor Affidavit and Agreement
- Form G: Georgia Security and Immigration Subcontractor Affidavit

**FORM A: NON-COLLUSION AFFIDAVIT OF BIDDER/OFFEROR**

**STATE OF GEORGIA**

**COUNTY OF FULTON**

I, \_\_\_\_\_ certify that pursuant to Fulton County Code Section 102-397, this bid or proposal is made without prior understanding, agreement or connection with any corporation, firm or person submitting a bid for the same work, labor or service to be done or the supplies, materials or equipment to be furnished 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 damages awards. I agree to abide by all conditions of this bid or proposal and certify that I am authorized to sign this bid or proposal for the bidder.

Affiant further states that pursuant to O.C.G.A. Section 36-91-21 (d) and (e), \_\_\_\_\_ has not, by itself or with others, directly or indirectly, prevented or attempted to prevent competition in such bidding or proposals by any means whatsoever. Affiant further states that (s)he has not prevented or endeavored to prevent anyone from making a bid or offer on the project by any means whatever, nor has Affiant caused or induced another to withdraw a bid or offer for the work.

Affiant further states that the said offer of \_\_\_\_\_ is bona fide, and that no one has gone to any supplier and attempted to get such person or company to furnish the materials to the bidder only, or if furnished to any other bidder, that the material shall be at a higher price.

\_\_\_\_\_  
(COMPANY NAME)

\_\_\_\_\_  
(PRESIDENT/VICE PRESIDENT)

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

\_\_\_\_\_  
(SECRETARY/ASSISTANT SECRETARY)

(Affix corporate seal here, if a corporation)

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

County: \_\_\_\_\_

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

**NOTE:**

**IF THE OFFEROR IS A PARTNERSHIP, ALL OF THE PARTNERS AND ANY OFFICER, AGENT, OR OTHER PERSON WHO MAY HAVE REPRESENTED OR ACTED FOR THEM IN BIDDING FOR OR PROCURING THE CONTRACT SHALL ALSO MAKE THIS OATH.**

**IF THE OFFEROR IS A CORPORATION, ALL OFFICERS, AGENTS, OR OTHER PERSONS WHO MAY HAVE ACTED FOR OR REPRESENTED THE CORPORATION IN BIDDING FOR OR PROCURING THE CONTRACT SHALL MAKE THE OATH.**

**FORM B: FULTON COUNTY CERTIFICATE OF ACCEPTANCE OF BID/PROPOSAL  
REQUIREMENTS**

This is to certify that on this day, offeror acknowledges that he/she has read this solicitation document, pages #\_\_\_\_\_ to #\_\_\_\_\_ inclusive, including any addenda # \_\_\_\_\_ to #\_\_\_\_\_ exhibit(s) #\_\_\_\_\_ to #\_\_\_\_\_, attachment(s) # to #\_\_\_\_\_, and/or appendices # \_\_\_\_\_ to #,\_\_\_\_\_ in its entirety, and agrees that no pages or parts of the document have been omitted, that he/she understands, accepts and agrees to fully comply with the requirements therein, and that the undersigned is authorized by the offeror to submit the proposal herein and to legally obligate the offeror thereto.

This is also to certify that the offeror has reviewed the form Fulton County contract included in the solicitation documents and agrees to be bound by its terms, or that the offeror certifies that it is submitting any proposed modification to the contract terms with its proposal. The offeror further certifies that the failure to submit proposed modifications with the proposal waives the offeror's right to submit proposed modifications later. The offeror also acknowledges that the indemnification and insurance provisions of Fulton County's contract included in the solicitation documents are non-negotiable and that proposed modifications to said terms may be reason to declare the offeror's proposal as non-responsive.

Company: \_\_\_\_\_

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

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

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

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

(Corporate Seal)

**FORM C1: CONTRACTOR'S GEORGIA UTILITY LICENSE CERTIFICATION**

Contractor's Name: \_\_\_\_\_

Utility Contractor's Name: \_\_\_\_\_

Expiration Date of License: \_\_\_\_\_

I certify that the above information is true and correct and that the classification noted is applicable to the Bid for this Project.

Signed: \_\_\_\_\_

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

**(ATTACH COPY OF LICENSE)**

**FORM C2: CONTRACTOR'S GEORGIA GENERAL CONTRACTOR'S LICENSE  
CERTIFICATION**

Contractor's Name: \_\_\_\_\_

General Contractor's License Number: \_\_\_\_\_

Expiration Date of License: \_\_\_\_\_

I certify that the above information is true and correct and that the classification noted is applicable to the Bid for this Project.

Signed:

\_\_\_\_\_

Date:

\_\_\_\_\_

**(ATTACH COPY OF LICENSE)**

**FORM C3: GEORGIA PROFESSIONAL LICENSE CERTIFICATION**

**NOTE: Please complete this form for the work your firm will perform on this project.**

Contractor's Name: \_\_\_\_\_

Performing work as: Prime Contractor \_\_\_\_ Sub-Contractor \_\_\_\_

Professional License Type: \_\_\_\_\_

Professional License Number: \_\_\_\_\_

Expiration Date of License: \_\_\_\_\_

I certify that the above information is true and correct and that the classification noted is applicable to the Bid for this Project.

Signed:

\_\_\_\_\_

Date:

\_\_\_\_\_

**(ATTACH COPY OF LICENSE)**

## FORM D: CERTIFICATION REGARDING DEBARMENT

- (1) The Offeror certifies that neither it or its subcontractors is presently debarred, suspended, proposed for debarment, declared ineligible, or otherwise excluded from doing business with any government agency. Any such exclusion may cause prohibition of your firm from participating in any procurement by the Fulton County Government.
- (2) If the Offeror is unable to certify to any of the statements in this certification, such Offeror or subcontractor shall attach an explanation to this bid or proposal.

### INSTRUCTIONS FOR CERTIFICATION

By signing and submitting this certification, the Offeror is providing the certification set out below:

- (1) The certification in this clause is a material representation of fact upon which reliance will be placed. If it is later determined that the prospective vendor knowingly rendered a false certification, the Purchasing Agent may pursue all available remedies, including suspension and/or debarment, for withdrawal of award or termination of a contract.
- (2) The prospective Offeror shall provide immediate written notice to the Purchasing Agent if at anytime the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- (3) Offeror shall be under a continuing duty to immediately inform the Purchasing Agent in writing of any changes, if as a result of such changes, the Offeror certification regarding debarment is affected.

### DEBARMENT ORDINANCE

The following Section 102-449 of Fulton County Code of Laws establishes the procedure for the debarment of contractors.

#### **(a) Authority to suspend.**

After reasonable notice to the entity involved and reasonable opportunity for that entity to be heard, the Purchasing Agent, after consultation with user department, the County Manager and the County Attorney shall have the authority to suspend an entity for cause from consideration for award of county contracts. As used in this section, the term entity means any business entity, individual, firm, contractor, subcontractor or business corporation, partnership, limited liability corporation, firm, contractor, subcontractor or business structured; provided, further, that any such entity shall also be subject to suspension under this section if any of its constituents, members, subcontractors at any tier of such entity's and the entity, or any constituent or member, knew or should have known of the commission of the act. The suspension shall be for a period not to exceed three (3) years unless cause is based on a felony conviction for an offense related or associated with fraudulent contracting or misappropriation of funds wherein the suspension shall not exceed seven (7) years.

#### **(b) Causes for Suspension. The causes for suspension include:**

- (1) Conviction for commission of a criminal offense as an incident to obtain or attempting to obtain a public or private contract or subcontract, or in performance of such contract or subcontract;

- (2) Conviction of state or federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property or other offense indicating a lack of business integrity or business honesty which currently, seriously and directly affects responsibility as a county contractor.
- (3) Conviction of state or federal anti-trust statutes arising out of the solicitation and submission of bids and proposals;
- (4) Violation of contract provisions, as set forth below, of a character which is regarded by the Purchasing Agent to be so serious as to justify suspension action:
  - a. Failure to perform in accordance with the specifications within a time limit provided in a county contract;
  - b. A recent record of failure to perform or unsatisfactory performance in accordance with the terms of one or more contracts; provided, that failure to perform or unsatisfactory performance caused by acts beyond the control of the contractor shall not be considered to be a basis for suspension;
  - c. Material representation of the composition of the ownership or workforce or business entity certified to the county as a minority business enterprise; or
  - d. Falsification of any documents.
- (5) For violation of the ethical standards set forth in Fulton County Code Chapter 9, Code of Ethics.
- (6) Knowing misrepresentation to the county, of the use which a majority owned contractor intends to make a minority business enterprise (a business entity at least 51 percent of which is owned and controlled by minority persons, as defined in Fulton County Code Section 102-431) as a subcontractor or a joint venture partner, in performing work under contract with the County.

Failure to fully and truthfully provide the information required, may result in the disqualification of your bid/proposal from consideration or termination of the Contract, once awarded. This document must be completed and included as a part of the bid/proposal package along with other required documents.

[SIGNATURES ON NEXT PAGE]

Under penalty of perjury, I declare that I have examined this certification and all attachments hereto, if applicable, to the best of my knowledge and belief, and all statements contained hereto are true, correct, and complete.

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
(Legal Name of Offeror) (Date)

\_\_\_\_\_  
(Signature of Authorized Representative) (Date)

\_\_\_\_\_  
(Title)

### FORM E: DISCLOSURE FORM AND QUESTIONNAIRE

1. Please provide the names and business addresses of each of the Offeror's firm's officers and directors.

For the purposes of this form, the term "Offeror" means an entity that responds to a solicitation for a County contract by either submitting a proposal in response to a Request for Proposal or a Request for Qualification or a Bid in response to an Invitation to Bid. Describe accurately, fully and completely, their respective relationships with said Offeror, including their ownership interests and their anticipated role in the management and operations of said Offeror.

2. Please describe the general development of said Offeror's business during the past five (5) years, or such shorter period of time that said Offeror has been in business.

3. Please state whether any employee, agent or representative of said Offeror who is or will be directly involved in the subject project has or has ever: (i) directly or indirectly had a business relationship with Fulton County; (ii) directly or indirectly received revenues from Fulton County; or (iii) directly or indirectly receives revenues from the result of conducting business on Fulton County property or pursuant to any contract with Fulton County. Please describe in detail any such relationship.

**LITIGATION DISCLOSURE:**

Failure to fully and truthfully disclose the information required, may result in the disqualification of your bid or proposal from consideration or termination of the Contract, once awarded.

1. Please state whether any of the following events have occurred in the last five (5) years with respect to said Offeror. If any answer is yes, explain fully the following:

(a) whether a petition under the federal bankruptcy laws or state insolvency laws was filed by or against said Offeror, or a receiver fiscal agent or similar officer was appointed by a court for the business or property of said Offeror;

Circle One:            YES                            NO

(b) whether Offeror was subject of any order, judgment, or decree not subsequently reversed, suspended or vacated by any court of competent jurisdiction, permanently enjoining said Offeror from engaging in any type of business practice, or otherwise eliminating any type of business practice; and

Circle One:            YES                            NO

(c) whether said Offeror's business was the subject of any civil or criminal proceeding in which there was a final adjudication adverse to said Offeror, which directly arose from activities conducted by the business unit or corporate division of said Offeror which submitted a bid or proposal for the subject project. If so please explain.

Circle One:            YES                            NO

2. Have you or any member of your firm or team to be assigned to this engagement ever been indicted or convicted of a criminal offense within the last five (5) years?

Circle One:            YES                            NO

3. Have you or any member of your firm or team been terminated (for cause or otherwise) from any work being performed for Fulton County or any other Federal, State or Local Government?

Circle One:            YES                            NO

4. Have you or any member of your firm or team been involved in any claim or litigation adverse to Fulton County or any other federal, state or local government, or private entity during the last three (3) years?

Circle One:            YES                            NO

5. Has any offeror, member of offeror's team, or officer of any of them (with respect to any matter involving the business practices or activities of his or her employer), been notified within the five (5) years preceding the date of this offer that any of them are the target of a criminal investigation, grand jury investigation, or civil enforcement proceeding?

Circle One:                      YES                      NO

If you have answered "YES" to any of the above questions, please indicate the name(s) of the person(s), the nature, and the status and/or outcome of the information, indictment, conviction, termination, claim or litigation, the name of the court and the file or reference number of the case, as applicable. Any such information should be provided on a separate page, attached to this form and submitted with your proposal.

**NOTE: If any response to any question set forth in this questionnaire has been disclosed in any other document, a response may be made by attaching a copy of such disclosure. (For example, said Offeror's most recent filings with the Securities and Exchange Commission ("SEC") may be provided if they are responsive to certain items within the questionnaire.) However, for purposes of clarity, Offeror should correlate its responses with the exhibits by identifying the exhibit and its relevant text.**

Disclosures must specifically address, completely respond and comply with all information requested and fully answer all questions requested by Fulton County. Such disclosure must be submitted at the time of the bid or proposal submission and included as a part of the bid/proposal submitted for this project. Disclosure is required for Offerors, joint venture partners and first-tier subcontractors.

Failure to provide required disclosure, submit officially signed and notarized documents or respond to any and all information requested/required by Fulton County can result in the bid/proposal declared as non-responsive. This document must be completed and included as a part of the bid/proposal package along with other required documents.

[SIGNATURES ON NEXT PAGE]

Under penalty of perjury, I declare that I have examined this questionnaire and all attachments hereto, if applicable, to the best of my knowledge and belief, and all statements contained hereto are true, correct, and complete.

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

\_\_\_\_\_  
(Legal Name of Proponent) (Date)

\_\_\_\_\_  
(Signature of Authorized Representative) (Date)

\_\_\_\_\_  
(Title)

**Sworn to and subscribed before me,**

This \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

\_\_\_\_\_  
(Notary Public) (Seal)

Commission Expires \_\_\_\_\_  
(Date)

**FORM F: GEORGIA SECURITY AND IMMIGRATION CONTRACTOR AFFIDAVIT  
AND AGREEMENT**

**Instructions:**

Contractors must attest to compliance with the requirements of O.C.G.A 13-10-91 and the Georgia Department of Labor Rule 300-10-01-.02 by executing the Contractor Affidavit provided.

**STATE OF GEORGIA**

**COUNTY OF FULTON**

**FORM F: GEORGIA SECURITY AND IMMIGRATION CONTRACTOR AFFIDAVIT  
AND AGREEMENT**

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services<sup>1</sup> under a contract with **[insert name of prime contractor]** \_\_\_\_\_ on behalf of **Fulton County Government** has registered with and is participating in a federal work authorization program\*,<sup>2</sup> in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

The undersigned further agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services to this contract with **Fulton County Government**, contractor will secure from such subcontractor(s) similar verification of compliance with O.C.G.A. 13-10-91 on the Subcontractor Affidavit provided in Rule 300-10-01-.08 or a substantially similar form. Contractor further agrees to maintain records of such compliance and provide a copy of each such verification to the **Fulton County Government** at the time the subcontractor(s) is retained to perform such service.

\_\_\_\_\_  
EEV/Basic Pilot Program\* User Identification Number

\_\_\_\_\_  
BY: Authorized Officer of Agent  
(Insert Contractor Name)

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

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

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

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

County: \_\_\_\_\_

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

<sup>1</sup>O.C.G.A. § 13-10-90(4), as amended by Senate Bill 160, provides that "physical performance of services" means any performance of labor or services for a public employer (e.g., Fulton County) using a bidding process (e.g., ITB, RFQ, RFP, etc.) or contract wherein the labor or services exceed \$2,499.99, except for those individuals licensed pursuant to title 26 or Title 43 or by the State Bar of Georgia and is in good standing when such contract is for service to be rendered by such individual.

<sup>2</sup>\*[Any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603].

**FORM G: GEORGIA SECURITY AND IMMIGRATION SUBCONTRACTOR  
AFFIDAVIT**

**Instructions:**

In the event that your company is awarded the contract for this project, and will be utilizing the services of any subcontractor(s) in connection with the physical performance of services pursuant to this contract, the following affidavit must be completed by such subcontractor(s). Your company must provide a copy of each such affidavit to Fulton County Government, Department of Purchasing & Contract Compliance with the proposal submittal.

All subcontractor affidavit(s) shall become a part of the contract and all subcontractor(s) affidavits shall be maintained by your company and available for inspection by Fulton County Government at any time during the term of the contract. All subcontractor(s) affidavit(s) shall become a part of any contractor/subcontractor agreement(s) entered into by your company.

STATE OF GEORGIA

COUNTY OF FULTON

**FORM G: GEORGIA SECURITY AND IMMIGRATION SUBCONTRACTOR  
AFFIDAVIT**

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services<sup>3</sup> under a contract with **[insert name of prime contractor]** \_\_\_\_\_ behalf of **Fulton County Government** has registered with and is participating in a federal work authorization program\*,<sup>4</sup> in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

\_\_\_\_\_  
EEV/Basic Pilot Program\* User Identification Number

\_\_\_\_\_  
BY: Authorized Officer of Agent  
(Insert Subcontractor Name)

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

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

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

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

County: \_\_\_\_\_

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

<sup>3</sup>O.C.G.A. § 13-10-90(4), as amended by Senate Bill 160, provides that "physical performance of services" means any performance of labor or services for a public employer (e.g., Fulton County) using a bidding process (e.g., ITB, RFQ, RFP, etc.) or contract wherein the labor or services exceed \$2,499.99, except for those individuals licensed pursuant to title 26 or Title 43 or by the State Bar of Georgia and is in good standing when such contract is for service to be rendered by such individual.

<sup>4</sup>\*[Any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603].

## SECTION 7

### CONTRACT COMPLIANCE REQUIREMENTS

#### NON-DISCRIMINATION IN PURCHASING AND CONTRACTING

It is the policy of Fulton County Government that discrimination against businesses by reason of the race, color, gender or national origin of the ownership of any such business is prohibited. Furthermore, it is the policy of the Board of Commissioners ("Board") that Fulton County and all vendors and contractors doing business with Fulton County shall provide to all businesses the opportunity to participate in contracting and procurement paid, in whole or in part, with monetary appropriations of the Board without regard to the race, color, gender or national origin of the ownership of any such business. Similarly, it is the policy of the Board that the contracting and procurement practices of Fulton County should not implicate Fulton County as either an active or passive participant in the discriminatory practices engaged in by private contractors or vendors seeking to obtain contracts with Fulton County.

#### Implementation of Equal Employment Opportunity (EEO) Policy

The County effectuates Equal Employment Opportunity thru Policy #800-8, Non-Discrimination in Contracting and Procurement. This policy considers racial and gender workforce availability. The availability of each workgroup is derived from the work force demographics set forth in the 2000 Census EEO file prepared by the United States Department of Commerce for the applicable labor pool normally utilized for the contract.

#### Monitoring of EEO Policy

Upon award of a contract with Fulton County, the successful bidder/proposer must complete an Equal Employment Opportunity Report (EEOR), describing the racial and gender make-up of the firm's work force. If the EEOR indicates that the firm's demographic composition indicates underutilization of employees of a particular ethnic group for each job category, the firm will be required to submit an aggressive action plan setting forth steps the firm will take to address the identified underutilization.

#### DETERMINATION OF GOOD FAITH EFFORTS

During the course of the project, the Prime Contractor shall demonstrate that they have made all efforts reasonably possible to ensure that Minority and Female Business Enterprises (MFBE) have had a full and fair opportunity to compete and win subcontracts on this project. The Prime Contractor is required to include all outreach attempts that would demonstrate a "Good Faith Effort" in the solicitation of sub-consultants/subcontractors.

Written documentation demonstrating the Prime Contractor's outreach efforts to identify, contact, contract with or utilize Minority or Female owned businesses shall include holding pre-bid conferences, publishing advertisements in general circulation media, trade association publications, minority-focused media, and the County's bid board, as well as other efforts.

Include a list of publications where the advertisement was placed as well as a copy of the advertisement. Advertisement shall include at a minimum, scope of work, project location, location(s) of where plans and specifications may be viewed or obtained and trade or scopes of

work for which subcontracts are being solicited.

### **EQUAL BUSINESS OPPORTUNITY PLAN (EBO PLAN)**

In addition to the proposal submission requirements, each vendor **must** submit an Equal Business Opportunity Plan (EBO Plan) with their bid/proposal. The EBO Plan is designed to enhance the utilization of a particular racial, gender or ethnic group by a bidder/proposer, contractor, or vendor or by Fulton County. The respondent **must** outline a plan of action to encourage and achieve diversity and equality in the available procurement and contracting opportunities with *this solicitation*.

The EBO Plan **must** identify and include:

1. Potential opportunities within the scope of work of *this solicitation* that will allow for participation of racial, gender or ethnic groups.
2. Efforts that will be made by the bidder/proposer to encourage and solicit minority and female business utilization in *this solicitation*.

Fulton County encourages joint ventures, teaming, partnering and mentor-protégé relationships with minority and female businesses in an effort to achieve contracting and procurement diversity.

**Prompt Payment:** The prime contractor **must** certify in writing and **must** document all subcontractors, sub-consultants and suppliers have been promptly paid for work and materials, (less any retainage by the prime contractor prior to receipt of any further progress payments). In the event the prime contractor is unable to pay subcontractors, sub-consultants or suppliers until it has received a progress payment from Fulton County, the prime contractor shall pay all subcontractors, sub-consultants or suppliers funds due from said progress payment within forty-eight (48) hours of receipt of payment from Fulton County. In no event shall a subcontractor, sub-consultant or supplier be paid later than fifteen (15) days as provided for by state law.

### **REQUIRED FORMS AND EBO PLAN**

In order to be compliant with the intent and provisions of the Fulton County Non-Discrimination in Purchasing and Contracting Ordinance (99-0960), bidders/proposers **must** submit the following completed documents. Failure to provide this information **shall** result in the proposal being deemed non-responsive.

- Exhibit A – Promise of Non-Discrimination
- Exhibit B – Employment Report
- Exhibit C – Schedule of Intended Subcontractor Utilization
- Exhibit D – Letter of Intent to Perform as a Subcontractor or Provide Materials or Services
- Exhibit E – Declaration Regarding Subcontractors Practices
- Exhibit F – Joint Venture Disclosure Affidavit
- Equal Business Opportunity Plan (EBO Plan). This document is not a form rather a statement created by the bidder/proposer on its company letter head addressing the EBO Plan requirements.
- Exhibit H – First Source Jobs Program Information, Form 1

The following document must be completed as instructed if awarded the project:

- Exhibit G – Prime Contractor’s Subcontractor Utilization Report
- Exhibit H – First Source Jobs Program Agreement, Form 2

All Contract Compliance documents (Exhibits A – H and EBO Plan) are to be placed in a **separate sealed envelope** clearly marked “Contract Compliance”. The EBO Plan must be submitted on company letterhead. These documents are considered part of and should be submitted with the Technical Proposal.

**EXHIBIT A – PROMISE OF NON-DISCRIMINATION**

“Know all persons by these presents, that I/We ( \_\_\_\_\_ ),  
Name

\_\_\_\_\_ Title Firm Name

Hereinafter “Company”, in consideration of the privilege to bid on or obtain contracts funded, in whole or in part, by Fulton County, hereby consent, covenant and agree as follows:

- 1) No person shall be excluded from participation in, denied the benefit of, or otherwise discriminated against on the basis of race, color, national origin or gender in connection with any bid submitted to Fulton County for the performance of any resulting there from,
- 2) That it is and shall be the policy of this Company to provide equal opportunity to all businesses seeking to contract or otherwise interested in contracting with this Company without regard to the race, color, gender or national origin of the ownership of this business,
- 3) That the promises of non-discrimination as made and set forth herein shall be continuing in nature and shall remain in full force and effect without interruption,
- 4) That the promise of non-discrimination as made and set forth herein shall be made a part of, and incorporated by reference into, any contract or portion thereof which this Company may hereafter obtain,
- 5) That the failure of this Company to satisfactorily discharge any of the promises of non-discrimination as made and set forth herein shall constitute a material breach of contract entitling the Board to declare the contract in default and to exercise any and all applicable rights and remedies, including but not limited to cancellation of the contract, termination of the contract, suspension and debarment from future contracting opportunities, and withholding and/or forfeiture of compensation due and owing on a contract; and
- 6) That the bidder shall provide such information as may be required by the Director of Purchasing & Contract Compliance pursuant to the Fulton County Non-Discrimination in Purchasing and Contracting Ordinance.

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

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

\_\_\_\_\_

**TELEPHONE NUMBER:** \_\_\_\_\_

**EXHIBIT B – EMPLOYMENT REPORT**

The demographic employment make-up for the bidder must be identified and submitted with this bid/proposal. In addition, if subcontractors will be utilized by the bidder/proposer to complete this project, then the demographic employment make-up of the subcontractor(s) must be identified and submitted with this bid.

JOB CATEGORIES	TOTAL EMPLOYED		TOTAL MINORITIES		WHITE (Not Hispanic Origin)		BLACK or AFRICAN AMERICAN (Not of Hispanic Origin)		HISPANIC or LATINO		AMERICA N INDIAN or ALASKAN NATIVE (AIAN)		ASIAN		NATIVE HAWAIIAN or OTHER PACIFIC ISLANDER (NHOP)		TWO or MORE RACES		
	M	F	M	F	M	F	M	F	M	F	M	F	M	F	M	F	M	F	
EXECUTIVE/SENIOR LEVEL OFFICIALS and MANAGERS																			
FIRST/MID LEVEL OFFICIALS and MANAGERS																			
PROFESSIONALS																			
TECHNICIANS																			
SALES WORKERS																			
ADMINISTRATIVE SUPPORT WORKERS																			
CRAFT WORKERS																			
OPERATIVES																			
LABORERS & HELPERS																			
SERVICE WORKERS																			
<b>TOTAL</b>																			

FIRMS'S NAME  
 ADDRESS  
 TELEPHONE  
 This completed form is for (Check only one):  
 Submitted by:

Bidder/Proposer

Subcontractor

Date Completed:

**EXHIBIT C - SCHEDULE OF INTENDED SUBCONTRACTOR UTILIZATION**

If the bidder/proposer intends to subcontract any portion of this scope of work/service(s), this form **must be** completed and **submitted with the bid/proposal**. All prime bidders/proposers **must** include Letter(s) of Intent (Exhibit D) in the bid document for all subcontractors who will be utilized under the scope of work/services.

**Prime Bidder/Proposer:** \_\_\_\_\_

**ITB/RFP Number:** \_\_\_\_\_

**Project Name or Description of Work/Service(s):** \_\_\_\_\_

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

1. My firm, as Prime Bidder/Proposer on this scope of work/service(s) is \_\_\_\_\_ is not \_\_\_\_\_ a minority or female owned and controlled business enterprise. (Please indicate below the portion of work, including, percentage of bid/proposal amount that your firm will carry out directly):

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

2. If the Prime Bidder/Proposer is a Joint Venture, please complete Exhibit F: Joint Venture Disclosure Affidavit and attach a copy of the executed Joint Venture Agreement.

3. Sub-Contractors (including suppliers) to be utilized in the performance of this scope of work/service(s), if awarded, are:

SUBCONTRACTOR NAME: \_\_\_\_\_

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

PHONE: \_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_

ETHNIC GROUP\*: \_\_\_\_\_ COUNTY CERTIFIED\*\* \_\_\_\_\_

WORK TO BE PERFORMED: \_\_\_\_\_

DOLLAR VALUE OF WORK: \$ \_\_\_\_\_ PERCENTAGE VALUE: \_\_\_\_\_ %

**\*Ethnic Groups: African American (AABE); Asian American (ABE); Hispanic American (HBE); Native American (NABE); White Female American (WFBE); \*\*If yes, please attach copy of recent certification.**

SUBCONTRACTOR NAME: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
PHONE: \_\_\_\_\_  
CONTACT PERSON: \_\_\_\_\_  
ETHNIC GROUP\*: \_\_\_\_\_ COUNTY CERTIFIED\*\* \_\_\_\_\_  
WORK TO BE PERFORMED: \_\_\_\_\_  
DOLLAR VALUE OF WORK: \$ \_\_\_\_\_ PERCENTAGE VALUE: \_\_\_\_\_ %

---

SUBCONTRACTOR NAME: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
PHONE: \_\_\_\_\_  
CONTACT PERSON: \_\_\_\_\_  
ETHNIC GROUP\*: \_\_\_\_\_ COUNTY CERTIFIED\*\* \_\_\_\_\_  
WORK TO BE PERFORMED: \_\_\_\_\_  
DOLLAR VALUE OF WORK: \$ \_\_\_\_\_ PERCENTAGE VALUE: \_\_\_\_\_ %

---

SUBCONTRACTOR NAME: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
PHONE: \_\_\_\_\_  
CONTACT PERSON: \_\_\_\_\_  
ETHNIC GROUP\*: \_\_\_\_\_ COUNTY CERTIFIED\*\* \_\_\_\_\_  
WORK TO BE PERFORMED: \_\_\_\_\_  
DOLLAR VALUE OF WORK: \$ \_\_\_\_\_ PERCENTAGE VALUE: \_\_\_\_\_ %

---

SUBCONTRACTOR NAME: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
PHONE: \_\_\_\_\_  
CONTACT PERSON: \_\_\_\_\_  
ETHNIC GROUP\*: \_\_\_\_\_ COUNTY CERTIFIED\*\* \_\_\_\_\_  
WORK TO BE PERFORMED: \_\_\_\_\_  
DOLLAR VALUE OF WORK: \$ \_\_\_\_\_ PERCENTAGE VALUE: \_\_\_\_\_ %

---

**\*Ethnic Groups: African American (AABE); Asian American (ABE); Hispanic American (HBE); Native American (NABE); White Female American (WFBE); \*\*If yes, please attach copy of recent certification.**

**Total Dollar Value of Subcontractor Agreements: (\$)**

**Total Percentage Value: (%)**

**CERTIFICATION:** The undersigned certifies that he/she has read, understands and agrees to be bound by the Bid/Proposer provisions, including the accompanying Exhibits and other terms and conditions regarding sub-contractor utilization. The undersigned further certifies that he/she is legally authorized by the Bidder/Proposer to make the statement and representation in this Exhibit and that said statements and representations are true and correct to the best of his/her knowledge and belief. The undersigned understands and agrees that if any of the statements and representations are made by the Bidder/Proposer knowing them to be false, or if there is a failure of the intentions, objectives and commitments set forth herein without prior approval of the County, then in any such event the Contractor's acts or failure to act, as the case may be, shall constitute a material breach of the contract, entitling the County to terminate the Contract for default. The right to so terminate shall be in addition to, and in lieu of, any other rights and remedies the County may have for other defaults under the contract.

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

**Firm or Corporate Name:** \_\_\_\_\_

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

**Telephone:** (     ) \_\_\_\_\_

**Fax Number:** (     ) \_\_\_\_\_

**Email Address:** \_\_\_\_\_

EXHIBIT D

LETTER OF INTENT TO PERFORM AS A SUBCONTRACTOR  
OR  
PROVIDE MATERIALS OR SERVICES

This form **must** be completed by **ALL** known subcontractor and submitted with the bid/proposal. The Prime Contractor **must** submit Letters of Intent for **ALL** known subcontractors at time of bid submission.

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

From: \_\_\_\_\_  
(Name of Subcontractor Firm)

ITB/RFP Number: \_\_\_\_\_

Project Name: \_\_\_\_\_

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

Description of Work	Project Commence Date	Project Completion Date	Estimated Dollar Amount

\_\_\_\_\_  
(Prime Bidder)

\_\_\_\_\_  
(Subcontractor)

Signature \_\_\_\_\_

Signature \_\_\_\_\_

Title \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

**EXHIBIT E - DECLARATION REGARDING SUBCONTRACTING PRACTICES**

If the bidder/proposer **does not intend to subcontract** any portion of the scope of work services(s), this form **must be** completed and submitted with the bid/proposal.

\_\_\_\_\_ hereby declares that it is my/our intent to  
**(Bidder)**

perform 100% of the work required for \_\_\_\_\_  
**(ITB/RFP Number)**

\_\_\_\_\_  
**(Description of Work)**

In making this declaration, the bidder/proposer states the following:

1. That the bidder/proposer does not customarily subcontract elements of this type project, and normally performs and has the capability to perform and will perform **all elements** of the work on this project with his/her own current work forces;
2. If it should become necessary to subcontract some portion of the work at a later date, the bidder/proposer will comply with all requirements of the County's Non-Discrimination Ordinance in providing equal opportunities to all firms to subcontract the work. The determination to subcontract some portion of the work at a later date shall be made in good faith and the County reserves the right to require additional information to substantiate a decision made by the bidder/proposer to subcontract work following the award of the contract. Nothing contained in this provision shall be employed to circumvent the spirit and intent of the County's Non-Discrimination Ordinances;
3. The bidder will provide, upon request, information sufficient for the County to verify Item Number one.

**AUTHORIZED COMPANY REPRESENTATIVE**

**Name:** \_\_\_\_\_ **Title:** \_\_\_\_\_ **Date:** \_\_\_\_\_

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

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

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

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

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

**Email Address:** \_\_\_\_\_

**EXHIBIT F - JOINT VENTURE DISCLOSURE AFFIDAVIT**

**ITB/RFP No.** \_\_\_\_\_

**Project Name** \_\_\_\_\_

This form must be completed and submitted with the bid/proposal if a joint venture approach is to be undertaken.

In order to evaluate the extent of small, minority and female business involvement being proposed by a Bidder/Proposer, certain relevant information must be provided prior to contract award. The information requested below is to clearly identify and explain the extent of small business participation in the proposed joint venture. All items must be properly addressed before the business entity can be evaluated.

**1. Firms:**

- 1) **Name of Business:** \_\_\_\_\_  
**Street Address:** \_\_\_\_\_  
**Telephone No.:** \_\_\_\_\_  
**Nature of Business:** \_\_\_\_\_
  
- 2) **Name of Business:** \_\_\_\_\_  
**Street Address:** \_\_\_\_\_  
**Telephone No.:** \_\_\_\_\_  
**Nature of Business:** \_\_\_\_\_
  
- 3) **Name of Business:** \_\_\_\_\_  
**Street Address:** \_\_\_\_\_  
**Telephone No.:** \_\_\_\_\_  
**Nature of Business:** \_\_\_\_\_

**NAME OF JOINT VENTURE (If applicable):** \_\_\_\_\_

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

\_\_\_\_\_

**PRINCIPAL OFFICE:** \_\_\_\_\_

**OFFICE PHONE:** \_\_\_\_\_

**Note:** Attach additional sheets as required

1. Describe the capital contributions by each joint venturer and accounting thereof.
2. Describe the financial controls of the joint venture, e.g., will a separate cost center be established? Which venturer will be responsible for keeping the books? How will the expense therefore be reimbursed? What is the authority of each joint venture to commit or obligate the order?
3. Describe any ownership, options for ownership, or loans between the joint ventures. Identify terms thereof.
4. Describe the estimated contract cash flow for each joint venturer.
5. To what extent and by whom will the on-site work be supervised?
6. To what extent and by whom will the administrative office be supervised?
7. Which joint venturer will be responsible for material purchases including the estimated cost thereof? How will the purchase be financed?
8. Which joint venturer will provide equipment? What is the estimated cost thereof? How will the equipment be financed?
9. Describe the experience and business qualifications of each joint venturer.
10. Submit a copy of all joint venture agreements and evidence of authority to do business in the State of Georgia as well as locally, to include all necessary business licenses.
11. Percent of Minority/Female Business Enterprises ownership by each joint venture in terms of profit and loss sharing: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
12. The authority of each joint venturer to commit or obligate the other: \_\_\_\_\_  
\_\_\_\_\_
13. Number of personnel to be involved in project, their crafts and positions and whether they are employees of the Minority/Female Business Enterprises enterprise, the majority firm or the joint venture: \_\_\_\_\_  
\_\_\_\_\_

14. Identification of control and participation in venture; list those individuals who are responsible for day-to-day management and policy decision-maker, including, but not limited to, those with prime responsibility for areas designated below; (use additional sheets if necessary)

<u>Name</u>	<u>Race</u>	<u>Sex</u>	<u>Financial Decisions</u>	<u>Supervision Field Operation</u>
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

In connection with any work that these firms, as a joint venture, might be authorized to perform in connection with above captioned contract, we each do hereby authorize representatives of the Fulton County Department of Contract Compliance, Departments of Purchasing and Contract Compliance, and Finance, under the direction of the County Manger's Office, to examine, from time to time, the books, records and files to the extent that such relate to this County project.

**WE DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THE FOREGOING DOCUMENT ARE TRUE AND CORRECT, AND THAT WE ARE AUTHORIZED, ON BEHALF OF THE ABOVE FIRMS, TO MAKE THIS AFFIDAVIT AND GRANT THE ABOVE PRIVILEGE.**

FOR \_\_\_\_\_  
(Company)

Date: \_\_\_\_\_  
\_\_\_\_\_  
(Signature of Affiant)

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Company)

Date: \_\_\_\_\_  
\_\_\_\_\_  
(Signature of Affiant)

\_\_\_\_\_  
(Printed Name)

State of \_\_\_\_\_:

County of \_\_\_\_\_:

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, appeared \_\_\_\_\_, the undersigned officer, personally appeared \_\_\_\_\_ known to me to be the person described in the foregoing Affidavit and acknowledges that he (she) executed the same in the capacity therein stated and for the purpose therein contained.

**EXHIBIT – G PRIME CONTRACTOR/SUB-CONTRACTOR UTILIZATION REPORT**

This report **must** be submitted by the **tenth day** of each month, along with a copy of your monthly invoice (schedule of values/payment application) to Contract Compliance. Failure to comply **shall** result in the County commencing proceedings to impose sanctions to the prime contractor, in addition to pursuing any other available legal remedy. Sanctions may include the suspending of any payment or part thereof, termination or cancellation of the contract, and the denial of participation in any future contracts awarded by Fulton County.

<b>REPORTING PERIOD</b>	<b>PROJECT NAME:</b>
<b>FROM:</b>	<b>PROJECT NUMBER:</b>
<b>TO:</b>	<b>PROJECT LOCATION:</b>

PRIME CONTRACTOR		Contract Award Date	Contract Award Amount	Change Order Amount	Contract Period	% Complete to Date
<b>Name:</b>						
<b>Address:</b>						
<b>Telephone #:</b>						

AMOUNT OF REQUISITION THIS PERIOD: \$ \_\_\_\_\_  
 TOTAL AMOUNT REQUISITION TO DATE: \$ \_\_\_\_\_  
 TOTAL AMOUNT REQUISITION TO DATE: \$ \_\_\_\_\_

**SUBCONTRACTOR UTILIZATION (add additional rows as necessary)**

Name of Sub-Contractor	Description of Work	Contract Amount	Amount Paid To Date	Amount Requisition This Period	Contract Period Starting Date Ending Date



**Should you have questions regarding any of the documents contained in Section 7, please feel free to contact the Office of Contract Compliance at (404) 612-6300, for further assistance.**

## EXHIBIT H

### FULTON COUNTY FIRST SOURCE JOBS PROGRAM

#### **STATEMENT OF POLICY:**

It is the policy of Fulton County Government to provide employment opportunities to the citizens of Fulton County. This policy will apply to all contracts procured through the Department of Purchasing & Contract Compliance valued in excess of \$200,000. The Prime Contractor is expected to utilize the First Source Jobs Program to fill 50% of the entry level jobs which arise as a result of any project funded in whole or in part with County funds with residents of Fulton County.

#### **PURPOSE:**

The purpose of this policy is to create a pool of employable persons who are residents of Fulton County to be called upon as a source to fill jobs created as a result of any eligible project funded in whole or in part with County funds in order to provide stable economic opportunities for families throughout the County. The First Source Jobs Program will be implemented by the Department of Purchasing & Contract Compliance and the Office of Workforce Development.

#### **MONITORING POLICY:**

Upon execution of a contract with Fulton County Government, the First Source Jobs Agreement (FSJ Form 1) will become a part of the contract between the bidder/proposer and Fulton County Government. The First Source Jobs Program will be monitored during routine site visits by the Office of Contract Compliance along with the Office of Workforce Development.

**FULTON COUNTY**

**First Source Jobs Program Information**

**Company Name:** \_\_\_\_\_

**Project Number:** \_\_\_\_\_

**Project Name:** \_\_\_\_\_

**The following entry-level positions will become available as a result of the above referenced contract with Fulton County.**

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_
5. \_\_\_\_\_
6. \_\_\_\_\_

**Include a job description and all required qualifications for each position listed above.**

**Identify a company representative and contact phone number who will be responsible for coordinating with the First Source Jobs Program:**

**Company Representative:** \_\_\_\_\_

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

**Email Address:** \_\_\_\_\_

**FULTON COUNTY  
First Source Jobs Program Agreement**

Awarded Contractor's Name: \_\_\_\_\_

Formal Contract Name: \_\_\_\_\_

RFP/ITB Number: \_\_\_\_\_

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

Contact Phone: \_\_\_\_\_

The contractor listed above agrees to the following:

1. The contractor shall make a good faith effort to fill 50% of the entry level position(s) created by this project using the Fulton County First Source Jobs Program.
2. The contractor shall provide the applicable details of every entry level job in writing within the required form.
3. The contractor shall be expected to present documentation that confirms employment terms to both the employee and Fulton County.

The Office of Contract Compliance will assist with monitoring the participation of First Source Jobs Program employees during routine site visits and report findings to the Office of Workforce Development for confirmation and follow-up. The Office of Workforce Development shall notify the Director of Human Services and the Purchasing Agent of any determination of non-compliance with the requirements of this policy and recommend a resolution or action to be taken.

Upon a determination by the Purchasing Agent and the Director of Human Services that a contractor has failed to comply with any portion of this policy, the County may impose the following:

1. Ten percent (10%) of all future payments under the involved eligible project shall be entitled to be withheld from a contractor that has violated this policy until the contractor complies with the provisions of this policy.

The undersigned agrees to the terms and conditions set forth in this agreement.

Contractor's Official Title: \_\_\_\_\_ Date: \_\_\_\_\_

Contractor's Name: \_\_\_\_\_

Contractor's Signature: \_\_\_\_\_

**FORM 2**

## SECTION 8 GENERAL CONDITIONS

### **00700-1 FAMILIARITY WITH SITE**

Execution of this agreement by the Contractor is a representation that the Contractor has visited the site, has become familiar with the local conditions under which the work is to be performed, and has correlated personal observations with the requirements of this agreement.

### **00700-2 CONTRACT DOCUMENTS**

This agreement consists of Owner's invitation for bid, instructions to bidders, bid form, performance bond, payment bond, acknowledgments, the contract, general conditions, special conditions, specifications, plans, drawings, exhibits, addenda, and written change orders.

- A. Notice of Award of Contract:
- B. Execution of Contract Documents

Upon notification of Award of Contract, the Owner shall furnish the Contractor the conformed copies of Contract Documents for execution by the Contractor and the Contractor's surety.

Within ten (10) days after receipt the Contractor shall return all the documents properly executed by the Contractor and the Contractor's surety. Attached to each document shall be an original power-of-attorney for the person executing the bonds for the surety and certificates of insurance for the required insurance coverage.

After receipt of the documents executed by the Contractor and his surety with the power-of-attorney and certificates of insurance, the Owner shall complete the execution of the documents. Distribution of the completed documents will be made upon completion.

Should the Contractor and/or Surety fail to execute the documents within the time specified; the Owner shall have the right to proceed on the Bid Bond accompanying the bid.

If the Owner fails to execute the documents within the time limit specified, the Contractor shall have the right to withdraw the Contractor's bid without penalty.

#### Drawings and Specifications:

The Drawings, Specifications, Contract Documents, and all supplemental documents, are considered essential parts of the Contract, and requirements occurring in one are as binding as though occurring in all. They are intended to define, describe and provide for all Work necessary to complete the Project in an acceptable manner, ready for use, occupancy, or operation by the Owner.

In case of conflict between the Drawings and Specifications, the Specifications shall govern. Figure dimensions on Drawings shall govern over scale dimensions, and detailed Drawings shall govern over general Drawings.

In cases where products or quantities are omitted from the Specifications, the description and quantities shown on the Drawings shall govern.

Any ambiguities or need for clarification of the Drawings or Specifications shall be immediately reported to the Construction Manager in writing. Any such ambiguity or need for clarification shall be handled by the Construction Manager in writing. No clarification of the Drawings and Specifications hereunder by the Construction Manager shall entitle the Contractor to any additional monies unless a Change Order has been processed as provided by "Changes in the Contract" hereof.

Any work done by the Contractor following a discovery of such differing site condition or ambiguity or need for clarification in the Contract Drawings and Specifications prior to a written report to the Construction Manager shall not entitle the Contractor to additional monies and shall be done at the Contractor's risk.

The Construction Manager will furnish the Contractor five (5) copies of the Contract Drawings and the Specifications, one copy of which the Contractor shall have available at all times on the Project site.

### **00700-3 DEFINITIONS**

The following terms as used in this agreement are defined as follows to the extent the definitions herein differ or conflict with those in the Instructions for Bidders, Section 00100, the definitions herein shall control.

Alternate bids – the amount stated in the bid or proposal to be added to or deducted from the amount of the base bid or base proposal if the corresponding change in project scope or alternate materials or methods of construction is accepted.

Base bid – the amount of money stated in the bid or proposal as the sum for which the bidder or proposer offers to perform the work.

Change Order - an alteration, addition, or deduction from the original scope of work as defined by the contract documents to address changes or unforeseen conditions necessary for project completion. A written order to the Contractor issued by the County pursuant to Fulton County Policy and Procedures 800-6 for changes in the work within the general scope of the contract documents, adjustment of the contract price, extension of the contract time, or reservation of determination of a time extension.

Construction Manager shall mean the individual designated in writing, by the Director of Water Resources, as the Construction Manager.

Contractor shall mean the party of the second part to the Contract Agreement or the authorized and legal representative of such party.

Contract Documents include the Contract Agreement, Contractor's Bid (including all documentation accompanying the Bid and any post-Bid documentation required by the County prior to the Notice of Award), Bonds, all Special Conditions, General Conditions, Supplementary Conditions, Specifications, Drawings and addenda, together with written amendments, change orders, field orders and the Construction Manager's written interpretations and clarifications issued in accordance with the General Conditions on or after the date of the Contract Agreement.

Shop drawing submittals reviewed in accordance with the General Conditions, geotechnical investigations and soils report and drawings of physical conditions in or relating to existing surface structures at or contiguous to the site are not Contract Documents.

Contract Price - The sum specified in the Agreement to be paid to the Contractor in consideration of the Work.

Contract Time shall mean the number of consecutive calendar days as provided in the Contract Agreement for completion of the Work, to be computed from the date of Notice to Proceed.

Owner or County shall mean Fulton County Government, party of the first part to the Contract Agreement, or its authorized and legal representatives.

Day - A calendar day of twenty-four hours lasting from midnight of one day to midnight the next day.

Detention Equipment Contractor ("DEC") – Any legally chartered business entity whose primary activity is the supply and/or installation of detention hardware equipment and related systems.

Director - Director of the Facilities and Transportation Services Department of Fulton County, Georgia or the designee thereof.

Engineer of Record – Jacobs Engineering Group, Inc developed the specifications referred to herein.

Final Completion shall mean the completion of all work as required in accordance with the terms and conditions of the contract documents.

Liquidated Damages shall mean the amount, stated in the Contract Agreement, which the Contractor agrees to pay to the Owner for each consecutive calendar day beyond the Contract time required to complete the Project or for failing to comply with associated milestones. Liquidated Damages will end upon written notification from the Owner of Final Acceptance of the Project or upon written notification of from the Owner of completion of the milestone.

Notice to Proceed - A written communication issued by the County to the Contractor authorizing it to proceed with the work, establishing the date of commencement and completion of the work, and providing other direction to the Contractor.

Products shall mean materials or equipment permanently incorporated into the work.

Program Manager - Not used in this contract. Delete all references.

Project Manual - The Contract Documents.

Provide shall mean to furnish and install.

Substantial Completion - The date certified by the Construction Manager when all or a part of the work, as established pursuant to General Condition 0700-81, is sufficiently completed in accordance with the requirements of the contract documents so that the identified portion of the work can be utilized for the purposes for which it is intended.

Work or Project - All of the services specified, indicated, shown or contemplated by the contract documents, and furnishing by the Contractor of all materials, equipment, labor, methods, processes, construction and manufacturing materials and equipment, tools, plans, supplies, power, water, transportation and other things necessary to complete such services in accordance with the contract documents to insure a functional and complete facility.

#### **00700-4 CODES**

All codes, specifications, and standards referenced in the contract documents shall be the latest editions, amendments and revisions of such referenced standards in effect as of the date of the request for proposals for this contract.

#### **00700-5 REVIEW OF CONTRACT DOCUMENTS**

Before making its proposal to the County, and continuously after the execution of the agreement, the Contractor shall carefully study and compare the contract documents and shall at once report to the Construction Manager any error, ambiguity, inconsistency or omission that may be discovered, including any requirement which may be contrary to any law, ordinance, rule, or regulation of any public authority bearing on the performance of the work. By submitting its proposal, the Contractor agrees that the contract documents, along with any supplementary written instructions issued by or through the Construction Manager that have become a part of the contract documents, appear accurate, consistent and complete insofar as can be reasonably determined. If the Contractor has timely reported in writing any error, inconsistency, or omission to the Construction Manager, has properly stopped the affected work until instructed to proceed, and has otherwise followed the instructions of the Construction Manager, the Contractor shall not be liable to the County for any damage resulting from any such error, inconsistency, or omission in the contract documents. The Contractor shall not perform any portion of the work without the contract documents, approved plans, specifications, products and data, or samples for such portion of the work. For purposes of this section "timely" is defined as the time period in which the contractor discovers, or should have discovered, the error, inconsistency, or omission, with the exercise of reasonable diligence.

#### **00700-6 STRICT COMPLIANCE**

No observation, inspection, test or approval of the County or Construction Manager shall relieve the Contractor from its obligation to perform the work in strict conformity with the contract documents except as provided in General Condition 00700-48.

#### **00700-7 APPLICABLE LAW**

All applicable State laws, County ordinances, codes, and rules and regulations of all authorities having jurisdiction over the construction of the project shall apply to this agreement. The Contractor shall comply with the requirements of any Fulton County program concerning non-discrimination in contracting. All work performed within the right of way of the Georgia Department of Transportation and any railroad crossing shall be in accordance with Georgia Department of Transportation regulations, policies and procedures and, where applicable, those of any affected railroad. The Contractor shall comply with all laws, ordinances, codes, rules and regulations bearing on the conduct of the work as specified and the Contractor agrees to indemnify and hold harmless the County, its officers, agents and employees, as well as the Construction Manager and the Program Manager against any claim or liability arising from or based on the violation of any law, ordinance, regulation, order or decree affecting the conduct of the work, whether occasioned by the Contractor, his agents or employees.

#### **00700-8 PERMITS, LICENSES AND BONDS**

All permits and licenses necessary for the work shall be secured and paid for by the Contractor. If any permit, license or certificate expires or is revoked, terminated, or suspended as a result of any action on the part of the Contractor, the Contractor shall

not be entitled to additional compensation or time. The Contractor shall obtain and keep in force at all times performance and payment bonds payable to Fulton County in penal amounts equal to 100% of the Contract price.

#### **00700-9 TAXES**

- A. The Contractor shall pay all sales, retail, occupational, service, excise, old age benefit and unemployment compensation taxes, consumer, use and other similar taxes, as well as any other taxes or duties on the materials, equipment, and labor for the work provided by the Contractor which are legally enacted by any municipal, county, state or federal authority, department or agency at the time bids are received, whether or not yet effective. The Contractor shall maintain records pertaining to such taxes and levies as well as payment thereof and shall make the same available to the County at all reasonable times for inspection and copying. The Contractor shall apply for any and all tax exemptions which may be applicable and shall timely request from the County such documents and information as may be necessary to obtain such tax exemptions. The County shall have no liability to the Contractor for payment of any tax from which it is exempt.
- B. The Contractor is obligated to comply with all local and State Sales and Use Tax laws. The Contractor shall provide the Owner with documentation to assist the Owner in obtaining sales and/or use tax refunds for eligible machinery and equipment used for the primary purpose of reducing or eliminating air or water pollution as provided for in Chapter 48-8-3 (36) and (37) of the Official Code of Georgia. All taxes shall be paid by the Contractor. All refunds will accrue to the Owner.

Acceptance of the project as complete and final payment will not be made by the Owner until the Contractor has fully complied with this requirement.

#### **00700-10 DELINQUENT CONTRACTORS**

The County shall not pay any claim, debt, demand or account whatsoever to any person firm or corporation who is in arrears to the County for taxes. The County shall be entitled to a counterclaim, backcharge, and offset for any such debt in the amount of taxes in arrears, and no assignment or transfer of such debt after the taxes become due shall affect the right of the County to offset any taxes owed against said debt.

#### **00700-11 LIEN WAIVERS**

The Contractor shall furnish the County with evidence that all persons who have performed work or furnished materials pursuant to this agreement have been paid in full prior to submitting its demand for final payment pursuant to this agreement. A final affidavit, Exhibit A, must be completed, and submitted to comply with requirements of 00700-11. In the event that such evidence is not furnished, the County may retain sufficient sums necessary to meet all lawful claims of such laborers and materialmen. The County assumes no obligation nor in any way undertakes to pay such lawful claims from any funds due or that may become due to the Contractor.

#### **00700-12 MEASUREMENT**

All items of work to be paid for per unit of measurement shall be subject to inspection, measurement, and confirmation by the Construction Manager.

**00700-13 ASSIGNMENT**

The Contractor shall not assign any portion of this agreement or moneys due there from (include factoring of receivables) without the prior written consent of the County. The Contractor shall retain personal control and shall provide personal attention to the fulfillment of its obligations pursuant to this agreement. Any assignment without the express written consent of the County shall render this contract voidable at the sole option of the County.

**00700-14 FOREIGN CONTRACTORS**

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

**00700-15 INDEMNIFICATION**

The Contractor hereby assumes the entire responsibility and liability for any and all injury to or death of any and all persons, including the Contractor's agents, servants, and employees, and in addition thereto, for any and all damages to property caused by or resulting from or arising out of any act or omission in connection with this contract or the prosecution of work hereunder, whether caused by the Contractor or the Contractor's agents, Servants, or employees, or by any of the Contractor's subcontractors or suppliers, and the Contractor shall indemnify and hold harmless the County, the Construction Manager, County's Commissioners, officers, employees, successors, assigns and agents, or any of their subcontractors from and against any and all loss and/or expense which they or any of them may suffer or pay as a result of claims or suits due to, because of, or arising out of any and all such injuries, deaths and/or damage, irrespective of County or Construction Manager negligence (except that no party shall be indemnified for their own sole negligence). The Contractor, if requested, shall assume and defend at the Contractor's own expense, any suit, action or other legal proceedings arising there from, and the Contractor hereby agrees to satisfy, pay, and cause to be discharged of record any judgment which may be rendered against the County and the Construction Manager arising there from.

In the event of any such loss, expense, damage, or injury, or if any claim or demand for damages as heretofore set forth is made against the County or the Construction Manager, the County may withhold from any payment due or thereafter to become due to the Contractor under the terms of this Contract, an amount sufficient in its judgment to protect and indemnify it and the Construction Manager, County's Commissioners, officers, employees, successors, assigns and agents from any and all claims, expense, loss, damages, or injury; and the County, in its discretion, may require the Contractor to furnish a surety bond satisfactory to the County providing for such protection and indemnity, which bond shall be furnished by the Contractor within five (5) days after written demand has been made therefore. The expense of said Bond shall be borne by the Contractor.

**00700-16 SUPERVISION OF WORK AND COORDINATION WITH OTHERS**

The Contractor shall supervise and direct the work using the Contractor's best skill and attention. The Contractor shall be solely responsible for all construction methods and procedures and shall coordinate all portions of the work pursuant to the contract subject to the overall coordination of the Construction Manager. All work pursuant to this agreement shall be performed in a skillful and workmanlike manner.

The County reserves the right to perform work related to the Project with the County's own forces and to award separate contracts in connection with other portions of the project, other work on the site under these or similar conditions of the contract, or work which has been extracted from the Contractor's work by the County.

When separate contracts are awarded for different portions of the project or other work on the site, the term "separate contractor" in the Contract Documents in each case shall mean the contractor who executes each separate County Agreement.

The Contractor shall cooperate with the County and separate contractors in arranging the introduction and storage of materials and equipment and execution of their work, and shall cooperate in coordinating connection of its work with theirs as required by the Contract Documents.

If any part of the Contractor's Work depends for proper execution or results upon the work of the County or any separate contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly report to the Construction Manager any apparent discrepancies or defects in such other work that render it unsuitable for such proper execution and results **within fourteen (14) days** of discovery of such discrepancy or defect. Failure of the Contractor to so report in writing shall constitute an acceptance of the County's or separate contractor's work as fit and proper to receive the Work, except as to any defects which may subsequently become apparent in such work by others.

Any costs caused by defective or untimely work shall be borne by the party responsible therefore.

Should the Contractor wrongfully cause damage to the work or property of the County or to other work or property on the site, including the work of separate contractors, the Contractor shall promptly remedy such damage at the Contractor's expense.

Should the Contractor be caused damage by any other contractor on the Project, by reason of such other contractor's failure to perform properly his contract with the County, no action shall lie against the County or the Construction Manager inasmuch as the parties to this agreement are the only beneficiaries hereof and there are no third party beneficiaries and neither the County nor the Construction Manager shall have liabilities therefore, but the Contractor may assert his claim for damages solely against such other contractor. The Contractor shall not be excused from performance of the contract by reason of any dispute as to damages with any other contractor or third party.

Where the Work of this Contract shall be performed concurrently in the same areas as other construction work, the Contractor shall coordinate with the Construction Manager and the separate contractors in establishing mutually acceptable schedules and procedures that shall permit all jobs to proceed with minimum interference.

If a dispute arises between the Contractor and separate contractors as to their responsibility for cleaning up, the County may clean up and charge the cost thereof to the Contractor or contractors responsible therefore as the County shall determine to be just.

#### **00700-17 ADMINISTRATION OF CONTRACT**

The Program Manager and the Construction Manager shall provide administration services as hereinafter described.

For the administration of this Contract, the Construction Manager shall serve as the County's primary representative during design and construction and until final payment to the Contractor is due. The Construction Manager shall advise and consult with the

County and the Program Manager. The primary point of contact for the Contractor shall be the Construction Manager. All correspondence from the Contractor to the County shall be forwarded through the Construction Manager. Likewise, all correspondence and instructions to the Contractor shall be forwarded through the Construction Manager.

The Construction Manager will determine in general that the construction is being performed in accordance with design and engineering requirements, and will endeavor to guard the County against defects and deficiencies in the Work.

The Construction Manager will not be responsible for or have control or charge of construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with the Work, nor will it be responsible for the Contractor's failure to carry out the Work in accordance with the Contract Documents. The Construction Manager will not be responsible for or have control or charge over the acts or omissions of the Contractor, its engineers, consultants, subcontractors, or any of their agents or employees, or any other persons performing the Work.

Based on the Construction Manager's observations regarding the Contractor's Applications for Payment, the Construction Manager shall determine the amounts owing to the Contractor, in accordance with the payment terms of the Contract, and shall issue Certificates for Payment in such amount to the County.

The Construction Manager shall render interpretations necessary for the proper execution or progress of the Work. Either party to the Contract may make written requests to the Construction Manager for such interpretations.

Claims, disputes and other matters in question between the Contractor and the County relating to the progress of the Work or the interpretation of the Contract Documents shall be referred to the Construction Manager for interpretation.

All interpretations of the Construction Manager shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in writing or in graphic form.

Except as otherwise provided in this Contract, the Construction Manager shall issue a decision on any disagreement concerning a question of fact arising under this Contract. The Construction Manager shall reduce the decision to writing and mail or otherwise furnish a copy thereof to the Contractor. The decision of the Construction Manager shall be final and conclusive unless, within thirty (30) days from the date of receipt of such copy, the Contractor files a written appeal with the Director of Public Works and mails or otherwise furnishes the Construction Manager a copy of such appeal. The decision of the Director of Public Works or the Director's duly authorized representative for the determination of such appeals shall be final and conclusive. Such final decision shall not be pleaded in any suit involving a question of fact arising under this Contract, provided such is not fraudulent, capricious, arbitrary, so grossly erroneous as necessarily implying bad faith, or is not supported by substantial evidence. In connection with any appeal proceeding under this Article, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of Contractor's appeal. Pending any final decision of a dispute hereunder, the Contractor shall proceed diligently with the performance of the Contract as directed by the Construction Manager.

The Construction Manager shall have authority to reject Work which does not conform to the Contract Documents. Whenever, in the Construction Manager's opinion, it is considered necessary or advisable for the implementation of the intent of the Contract Documents, the County shall have authority to require special inspection or testing of the

Work whether or not such Work be then fabricated, installed or completed. The Contractor shall pay for such special inspection or testing if the Work so inspected or tested is found not to comply with the requirements of the contract; the County shall pay for special inspection and testing if the Work is found to comply with the contract. Neither the Construction Manager's authority to act under this Subparagraph, nor any decision made by the Construction Manager in good faith either to exercise or not to exercise such authority, shall give rise to any duty or responsibility of the Construction Manager to the Contractor, any subcontractor, any of their agents or employees, or any other person performing any of the Work.

The Contractor shall provide such shop drawings, product data, and samples as may be required by the Construction Manager and/or as required by these Contract Documents.

The Construction Manager shall conduct inspections to determine Substantial Completion and Final Completion, and shall receive and forward to the County for review written warranties and related documents required by the Contract Documents and assembled by the Contractor. The Construction Manager shall approve and issue Certificates for Payment upon compliance with Substantial and Final Completion requirements indicated in General Conditions 00700-81, 00700-82, 00700-84 and 00700-85 of this Agreement.

Except as provided in General Condition 00700-48, the Contractor shall not be relieved from the Contractor's obligations to perform the work in accordance with the contract documents by the activities or duties of the County or any of its officers, employees, or agents, including inspections, tests or approvals, required or performed pursuant to this agreement.

#### **00700-18 RESPONSIBILITY FOR ACTS OF EMPLOYEES**

The Contractor shall employ only competent and skilled personnel. The Contractor shall, upon demand from the Construction Manager, immediately remove any superintendent, foreman or workman whom the Construction Manager may consider incompetent or undesirable.

The Contractor shall be responsible to the County for the acts and omissions of the Contractor's employees, subcontractors, and agents as well as any other persons performing work pursuant to this agreement for the Contractor.

#### **00700-19 LABOR, MATERIALS, SUPPLIES, AND EQUIPMENT**

Unless otherwise provided in this agreement, the Contractor shall make all arrangements with necessary support agencies and utility companies provide and pay for all labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for the execution and completion of the work.

#### **00700-20 DISCIPLINE ON WORK SITE**

The Contractor shall enforce strict discipline and good order among its employees and subcontractors at all times during the performance of the work, to include compliance with the Fulton County Drug Free Work Place Policy. The Contractor shall not employ any subcontractor who is not skilled in the task assigned to it. The Construction Manager may, by written notice, require the Contractor to remove from the work any subcontractor or employee deemed by the Construction Manager to be incompetent.

**00700-21 HOURS OF OPERATION**

All work at the construction site shall be performed during regular business hours of the Fulton County government, except upon the Construction Manager's prior written consent to other work hours. It is further understood that the Contractor's construction schedule is based on a normal 40 hours, five day work week, less Fulton County-recognized holidays. Contractors work schedule shall not violate Fulton County Noise Ordinance by working hours inconsistent with the Fulton County Noise Ordinance. The County's current noise ordinance or other applicable ordinance shall govern. If the Contractor desires to work in excess of this limit, the Contractor shall submit a written request to the Construction Manager, a minimum of five days prior to the desired work date. The Contractor shall be responsible for any additional expenses incurred by the Owner as a result of the extended work hours, including resident inspection overtime. The cost associated with resident inspector overtime shall be deducted from the Contractor monthly payment request.

**00700-22 FAMILIARITY WITH WORK CONDITIONS**

The Contractor shall take all steps necessary to ascertain the nature and location of the work and the general and local conditions which may affect the work or the cost thereof. The Contractor's failure to fully acquaint itself with the conditions which may affect the work, including, but not limited to conditions relating to transportation, handling, storage of materials, availability of utilities, labor, water, roads, weather, topographic and subsurface conditions, other separate contracts to be entered into by the County relating to the project which may affect the work of the Contractor, applicable provisions of law, and the character and availability of equipment and facilities necessary prior to and during the performance of the work shall not relieve the Contractor of its responsibilities pursuant to this agreement and shall not constitute a basis for an equitable adjustment of the contract terms. The County reserves the right to perform with its own forces or to contract with other entities for other portions of the project work, in which case the Contractor's responsibility to assure its familiarity with work conditions hereunder shall include all coordination with such other contractors and the County necessary to insure that there is no interference between contractors as will delay or hinder any contractor in its prosecution of work on the project. The County assumes no responsibility for any understandings or representations concerning conditions of the work made by any of its officers, agents, or employees prior to the execution of this agreement.

**00700-23 RIGHT OF ENTRY**

The County reserves the right to enter the site of the work by such agent, including the Construction Manager, as it may elect for the purpose of inspecting the work or installing such collateral work as the County may desire. The Contractor shall provide safe facilities for such access so that the County and its agents may perform their functions.

**00700-24 NOTICES**

Any notice, order, instruction, claim or other written communication required pursuant to this agreement shall be deemed to have been delivered or received as follows:

Upon personal delivery to the Contractor, its authorized representative, or the Construction Manager on behalf of the County. Personal delivery may be accomplished by in-person hand delivery or bona fide overnight express service.

Three days after depositing in the United States mail a certified letter addressed to the Contractor or the Construction Manager for the County. For purposes of mailed notices,

the County's mailing address shall be 141 Pryor Street, 6th Floor, Atlanta, Georgia 30303, or as the County shall have otherwise notified the Contractor. The Contractor's mailing address shall be the address stated in its proposal or as it shall have most recently notified the Construction Manager in writing.

**00700-25 SAFETY**

**A. SAFETY, HEALTH AND LOSS PREVENTION**

The Contractor shall be responsible for implementing a comprehensive project-specific safety, health and loss prevention program and employee substance abuse program for this project. All Sub-Contractors must either implement their own program or follow the Contractor's safety, health and loss prevention program and employee substance abuse program.

The Contractor's safety, health and loss prevention program and employee substance abuse program must meet or exceed all governmental regulations (OSHA, EPA, DOT, State, local), and any other specific Fulton County requirements

**B. COUNTY'S SAFETY, HEALTH, AND LOSS PREVENTION PROCESS GUIDELINES AND REQUIREMENTS**

The County and its agents reserve the right, but assume no duty, to establish and enforce safety, health, and loss prevention guidelines and to make the appropriate changes in the guidelines, for the protection of persons and property and to review the efficiency of all protective measures taken by the Contractor. The Contractor shall comply with all safety, health, and loss prevention process guidelines and requirements and changes made by the County or its agent(s). The issuance of any such guidelines or changes by the County or its agent(s) shall not relieve the Contractor of its duties and responsibilities under this Agreement, and the County or its agent(s) shall not thereby assume, nor be deemed to have assumed, any such duties or responsibilities of the Contractor.

**C. COMPLIANCE OF WORK, EQUIPMENT, AND PROCEDURES WITH ALL APPLICABLE LAWS and REGULATIONS**

All Work, whether performed by the Contractor or its Sub-Contractors of any tier, or anyone directly or indirectly employed by any of them, and all equipment, appliances, machinery, materials, tools and like items incorporated or used in the Work, shall be in compliance with and conform to:

1. All applicable laws, ordinances, rules, regulations and orders of any public, quasi-public or other governmental authority relating to the safety of persons and their protection against injury, specifically including, but in no event limited to, the Federal Occupational Safety and Health Act of 1970, as amended, and all rules and regulations now or hereafter in effect pursuant to said Act.
2. All rules, regulations, and requirements of the County or its agent(s) and its insurance carriers relating there to. In the event of a conflict or differing requirements the more stringent shall govern.

**D. PROTECTION OF THE WORK**

1. The Contractor shall, throughout the performance of the Work, maintain adequate and continuous protection of all Work and temporary facilities

against loss or damage from whatever cause, shall protect the property of the County and third parties from loss or damage from whatever cause arising out of the performance of the Work, and shall comply with the requirements of the County or its agent(s) and its insurance carriers, and with all applicable laws, codes, rules and regulations, (as same may be amended) with respect to the prevention of loss or damage to property as a result of fire or other hazards.

2. The County or its agent(s) may, but shall not be required to, make periodic inspections of the Project work area. In such event, however, the Contractor shall not be relieved of its aforesaid responsibilities and the County or its agent(s) shall not assume, nor shall it be deemed to have assumed, any responsibility otherwise imposed upon the assurance of Contractor by this Agreement.

#### E. SAFETY EQUIPMENT

1. The Contractor shall provide to each worker on the Project work area the proper safety equipment for the duties being performed by that worker and will not permit any worker on the Project work area who fails or refuses to use the same. The County or its agent shall have the right, but not the obligation, to order the removal of a worker from the Project work site for his/her failure to comply with safe practices or substance abuse policies.

#### F. EMERGENCIES

1. In any emergency affecting the safety of persons or property, or in the event of a claimed violation of any federal or state safety or health law or regulation, arising out of or in any way connected with the Work or its performance, the Contractor shall act immediately to prevent threatened damage, injury or loss and to remedy said violation. Failing such action the County or its agent(s) may immediately take whatever steps it deems necessary including, but not limited to, suspending the Work as provided in this Agreement.
2. The County or its agent(s) may offset any and all costs or expenses of whatever nature, including attorneys' fees, paid or incurred by the County or its agent(s) (whether such fees are for in-house counsel or counsel retained by the County or its agent), in taking the steps authorized by Section 00700-25(G) (1) above against any sums then or thereafter due to the Contractor. The Contractor shall defend, indemnify and hold the County, its officers, agents, and employees harmless against any and all costs or expenses caused by or arising from the exercise by the County of its authority to act in an emergency as set out herein. If the Contractor shall be entitled to any additional compensation or extension of time change order on account of emergency work not due to the fault or neglect of the Contractor or its Sub-Contractors, such additional compensation or extension of time shall be determined in accordance with General Condition 00700-52 and General Condition 00700-87 of this Agreement.

G. SUSPENSION OF THE WORK

1. Should, in the judgment of the County or its agent(s), the Contractor or any Sub-Contractor fail to provide a safe and healthy work place, the County or its agent shall have the right, but not the obligation, to suspend work in the unsafe areas until deficiencies are corrected. All costs of any nature (including, without limitation, overtime pay, liquidated damages or other costs arising out of delays) resulting from the suspension, by whomsoever incurred, shall be borne by the Contractor.
2. Should the Contractor or any Sub-Contractor fail to provide a safe and healthy work place after being formally notified in writing by the County or its agents of such non-compliance, the contract may be terminated following the termination provision of the contract.

H. CONTRACTOR'S INDEMNITY OF THE COUNTY FOR CONTRACTOR'S NON-COMPLIANCE WITH SAFETY PROGRAM

1. The Contractor recognizes that it has sole responsibility to assure its Safety Program is implemented and to assure its construction services are safely provided. The Contractor shall indemnify, defend and hold the County and its agents harmless, from and against any and all liability (whether public or private), penalties (contractual or otherwise), losses, damages, costs, attorneys' fees, expenses, causes of action, claims or judgments resulting, either in whole or in part, from any failure of the Contractor, its Sub-Contractors of any tier or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, to comply with the safety requirements of the contract. The Contractor shall not be relieved of its responsibilities under the safety requirements of the Contract should the County or its agent(s) act or fail to act pursuant to its rights hereunder.
2. The Contractor shall not raise as a defense to its obligation to indemnify under this Subparagraph I any failure of those indemnified hereunder to assure Contractor operates safely, it being understood and agreed that no such failure shall relieve the Contractor from its obligation to assure safe operations or from its obligation to so indemnify. The Contractor also hereby waives any rights it may have to seek contribution, either directly or indirectly, from those indemnified hereunder.
3. In any and all claims against those indemnified hereunder by any employee of the Contractor, any Sub-Contractor of any tier or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this Subparagraph I shall not be limited in any way as to the amount or type of damages, compensation or benefits payable by or for the Contractor or any Sub-Contractor of any tier under any workers' compensation act, disability benefit or other employee benefit acts.

**00700-26 BLASTING AND EXCAVATION**

The Contractor acknowledges that it is fully aware of the contents and requirements of O.C.G.A. § 25-9-1 through 25-9-12 concerning blasting and excavation near underground gas pipes and facilities and shall fully comply therewith.

**00700-27 HIGH VOLTAGE LINES**

The Contractor acknowledges that it is fully aware of the contents and requirements O.C.G.A. § 46-3-30 through 46-3-39 concerning safeguards against contact with high voltage lines, and the Contractor shall fully comply with said provisions.

**00700-28 SCAFFOLDING AND STAGING**

The Contractor acknowledges that it is the person responsible for employing and directing others to perform labor within the meaning of O.C.G.A. § 34-1-1 and agrees to comply with said provisions.

**00700-29 CLEAN-UP**

The Contractor shall clean up all refuse, rubbish, scrap materials, and debris caused by its operations to the end that the site of the work shall present a neat, orderly and workmanlike appearance at all times.

**00700-30 PROTECTION OF WORK**

The Contractor shall be responsible for maintenance and protection of the work, which shall include any County-furnished supplies, material, equipment, until final completion of this agreement and acceptance of the work as defined herein. Any portion of the work suffering injury, damage or loss shall be considered defective and shall be corrected or replaced by the Contractor without additional cost to the County.

**00700-31 REJECTED WORK**

The Contractor shall promptly remove from the project all work rejected by the Construction Manager for failure to comply with the contract documents and the Contractor shall promptly replace and re-execute the work in accordance with the contract documents and without expense to the County. The Contractor shall also bear the expense of making good all work of other Contractors destroyed or damaged by such removal or replacement.

**00700-32 DEFECTIVE WORK**

If the Contractor defaults or neglects to carry out any portion of the work in accordance with the contract documents, and fails within three days after receipt of written notice from the Construction Manager to commence and continue correction of such default or neglect with diligence and promptness, the County may, after three days following receipt by the Contractor of an additional written notice and without prejudice to any other remedy the County may have, make good such deficiencies and complete all or any portion of any work through such means as the County may select, including the use of a separate Contractor. In such case, an appropriate change order shall be issued deducting from the payments then or thereafter due the Contractor the cost of correcting such deficiencies. In the event the payments then or thereafter due the Contractor are not sufficient to cover such amount, the Contractor shall pay the difference to the County on demand.

The County may, at its option, accept defective or nonconforming work instead of requiring its removal or correction. In such case, a change order shall be issued reducing the price due the contractor to the extent appropriate and equitable. Such contract price adjustment shall be effected whether or not final payment has been made.

**00700-33 WARRANTY OF NEW MATERIALS**

The Contractor warrants to the County that all materials and equipment furnished under this contract will be new unless otherwise specified, and the Contractor further warrants that all work will be of good quality, free from faults and defects, and in conformance with the contract documents. The warranty set forth in this paragraph shall survive final acceptance of the work.

**00700-34 CONTRACTOR'S WARRANTY OF THE WORK**

If within one year after the date of issuance of the certificate of final payment pursuant to General Condition 84, or within such longer period of time as may be prescribed by law or by the term of any applicable special warranty required by the contract documents, any of the work is found to be defective or not in accordance with the contract documents, the Contractor shall correct such work promptly after receipt of written notice from the Construction Manager to do so. This obligation shall survive both final payment for the work and termination of the contract.

**00700-35 ASSIGNMENT OF MANUFACTURERS' WARRANTIES**

Without limiting the responsibility or liability of the Contractor pursuant to this agreement, all warranties given by manufacturers on materials or equipment incorporated in the work are hereby assigned by the Contractor to the County. If requested, the Contractor shall execute formal assignments of said manufacturer's warranties to the County. All such warranties shall be directly enforceable by the County.

**00700-36 WARRANTIES IMPLIED BY LAW**

The warranties contained in this agreement, as well as those warranties implied by law, shall be deemed cumulative and shall not be deemed alternative or exclusive. No one or more of the warranties contained herein shall be deemed to alter or limit any other.

**00700-37 STOP WORK ORDERS**

In the event that the Contractor fails to correct defective work as required by the contract documents or fails to carry out the work in accordance with contract documents, the Construction Manager, in writing, may order the Contractor to stop work until the cause for such order has been eliminated. This right of the County to stop work shall not give rise to any duty on the part of the County or the Construction Manager to execute this right for the benefit of the Contractor or for any other person or entity.

**00700-38 TERMINATION FOR CAUSE**

If the Contractor is adjudged bankrupt, makes a general assignment for the benefit of creditors, suffers the appointment of a receiver on account of its insolvency, fails to supply sufficient properly skilled workers or materials, fails to make prompt payment to subcontractors or materialmen, disregards laws, ordinances, rules, regulations, or orders of any public authority having jurisdiction, fails to diligently prosecute the work, or is otherwise guilty of a material violation of this agreement and fails within seven days after receipt of written notice to commence and continue correction of such default, neglect, or violation with diligence and promptness, the County may, after seven days following receipt by the Contractor of an additional written notice and without prejudice to any other remedy the County may have, terminate the employment of the Contractor and take possession of the site as well as all materials, equipment, tools, construction equipment and machinery thereon. The County may finish the work by whatever methods the County deems expedient. In such case, the Contractor shall not be entitled to receive any further payment until the work is completed. If the unpaid balance of the

contract price exceeds the cost of completing the work, such excess shall be paid to the Contractor. If such costs exceed the unpaid balance, the Contractor shall pay the difference to the County on demand. This obligation for payment shall survive the termination of the contract. Termination of this agreement pursuant to this paragraph may result in disqualification of the Contractor from bidding on future County contracts.

#### **00700-39 TERMINATION FOR CONVENIENCE**

The County may, at any time upon written notice to the Contractor, terminate the whole or any portion of the work for the convenience of the County. The effective date of the terminations shall be provided in the written notice. Said termination shall be without prejudice to any right or remedy of the County provided herein. In addition, in the event this agreement has been terminated due to the default of the Contractor, and if it is later determined that the Contractor was not in default pursuant to the provisions of this agreement at the time of termination, then such termination shall be considered a termination for convenience pursuant to this paragraph.

#### **00700-40 TERMINATION FOR CONVENIENCE - PAYMENT**

If the Contract is terminated for convenience by the Owner as provided in this article, Contractor will be paid compensation for those services actually performed as approved by the Owner or his representative. Partially completed tasks will be compensated for based on a signed statement of completion prepared by the Project Manager and submitted to the Contractor which shall itemize each task element and briefly state what work has been completed and what work remains to be done. Contractor shall also be paid for reasonable costs for the orderly filing and closing of the project.

#### **00700-41 TERMINATION FOR CONVENIENCE - PAYMENT LIMITATIONS**

Except for normal spoilage, and except to the extent that the County shall have otherwise expressly assumed the risk of loss, there shall be excluded from the amounts payable to the Contractor the fair value, as determined by the Construction Manager, of property which is destroyed, lost, stolen or damaged so as to become undeliverable to the County or to another buyer.

#### **00700-42 COST TO CURE**

If the County terminates for cause the whole or any part of the work pursuant to this agreement, then the County may procure upon such terms and in such manner as the Construction Manager may deem appropriate, supplies or services similar to those so terminated, and the Contractor shall be liable to the County for any excess costs for such similar supplies or services. The Contractor shall continue the performance of this agreement to the extent not terminated hereunder.

#### **00700-43 ATTORNEY'S FEES**

Should the Contractor default pursuant to any of the provisions of this agreement, the Contractor and its surety shall pay to the County such reasonable attorney's fees as the County may expend as a result thereof and all costs, expenses, and filing fees incidental thereto.

#### **00700-44 CONTRACTOR'S RESPONSIBILITIES UPON TERMINATION**

After receipt of a notice of termination from the County, and except as otherwise directed by the Construction Manager, the Contractor shall:

1. Stop work under the contract on the date and to the extent specified in the notice of termination;

2. Place no further orders or subcontracts for materials, services or facilities, except as may be necessary for completion of such portion of the work under the agreement as is not terminated;
3. Terminate all orders and subcontracts to the extent that they relate to the performance of work terminated by the notice of termination;
4. Assign to the County in the manner, at the times, and to the extent directed by the Construction Manager, all of the rights, title and interest of the Contractor under the orders and subcontracts so terminated, in which case the County shall have the right, at its discretion, to settle or pay any and all claims arising out of the termination of such orders or subcontracts;
5. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts with the approval or ratification of the Construction Manager, to the extent the Construction Manager may require, which approval or ratification shall be final for all purposes;
6. Transfer title and deliver to the entity or entities designated by the Construction Manager, in the manner, at the times, and to the extent, if any, directed by the Construction Manager, and to the extent specifically produced or specifically acquired by the Contractor for the performance of such portion of the work as has been terminated:
  - a. The fabricated or un-fabricated parts, work, and progress, partially completed supplies, and equipment, materials, parts, tools, dyes, jigs, and other fixtures, completed work, supplies, and other material produced as a part of or acquired in connection with the performance of the work terminated by the notice of termination; and
  - b. The completed or partially completed plans, drawings, information, and other property to the work.
7. Use its best efforts to sell in the manner, at the times, to the extent, and at the prices directed or authorized by the Construction Manager, any property described in Section 6 of this paragraph, provided, however, that the Contractor shall not be required to extend credit to any buyer and further provided that the proceeds of any such transfer or disposition shall be applied in reduction of any payments to be made by the County to the Contractor pursuant to this agreement.
8. Complete performance of such part of the work as shall not have been terminated by the notice of termination; and
9. Take such action as may be necessary, or as the Construction Manager may direct, for the protection and preservation of the property related to the agreement which is in the possession of the Contractor and in which the County has or may acquire an interest.

#### **00700-45 RECORDS**

The Contractor shall preserve and make available to the County all of its records, books, documents and other evidence bearing on the costs and expenses of the Contractor and any subcontractor pursuant to this agreement upon three days advance notice to the Contractor.

### **00700-46 DEDUCTIONS**

In arriving at any amount due the Contractor pursuant to the terms of this agreement, there shall be deducted all liquidated damages, advance payments made to the Contractor applicable to the termination portion of the contract, the amount of any claim which the County may have against the Contractor, the amount determined

By the Construction Manager to be necessary to protect the County against loss due to outstanding potential liens or claims, and the agreed price of any materials acquired or sold by the Contractor and not otherwise recovered by or credited to the County.

### **00700-47 REIMBURSEMENT OF THE COUNTY**

In the event of termination, the Contractor shall refund to the County any amount paid by the County to the Contractor in excess of the costs properly reimbursable to the Contractor.

### **00700-48 SUSPENSION, INTERRUPTION, DELAY, DAMAGES**

The Contractor shall be entitled to only those damages and that relief from termination by the County as specifically set forth in this agreement. The Construction Manager may issue a written order requiring the Contractor to suspend, delay or interrupt all or any part of the work for such period of time as the County may determine to be appropriate for the convenience of the County. If the performance of the work is interrupted for an unreasonable period of time by an act of the County or any of its officers, agents, employees, contractors, or consultants in the administration of this agreement, an equitable adjustment shall be made for any increase in the Contractor's costs of performance and any increase in the time required for performance of the work necessarily caused by the unreasonable suspension, delay, or interruption. Any equitable adjustment shall be reduced to writing and shall constitute a modification to this agreement. In no event, however, shall an equitable adjustment be made to the extent that performance of this agreement would have been suspended, delayed or interrupted by any other cause, including the fault or negligence of the Contractor. No claim for an equitable adjustment pursuant to this paragraph shall be permitted before the Contractor shall have notified the Construction Manager in writing of the act or failure to act involved, and no claim shall be allowed unless asserted in writing to the Construction Manager within ten days after the termination of such suspension, delay or interruption.

### **00700-49 COMMENCEMENT AND DURATION OF WORK**

The County may issue a Notice to Proceed at any time within 120 days following execution of the contract by the County. The Contractor shall commence work pursuant to this agreement within ten days of mailing or delivery of written notice to proceed. The Contractor shall diligently prosecute the work to completion within the time specified therefore in the Agreement. The capacity of the Contractor's construction and manufacturing equipment and plan, sequence and method of operation and forces employed, including management and supervisory personnel, shall be such as to insure completion of the work within the time specified in the Agreement. The Contractor and County hereby agree that the contract time for completion of the work is reasonable taking into consideration the average climatic conditions prevailing in the locality of the work and anticipated work schedules of other contractors whose activities are in conjunction with or may affect the work under this contract.

**00700-50 TIME OF THE ESSENCE**

All time limits stated in this agreement are of the essence of this contract.

**00700-51 IMPACT DAMAGES**

Except as specifically provided pursuant to a stop work order or change order, the Contractor shall not be entitled to payment or compensation of any kind from the County for direct or indirect or impact damages including, but not limited to, costs of acceleration arising because of delay, disruption, interference or hindrance from any cause whatsoever whether such delay, disruption, interference or hindrance is reasonable or unreasonable, foreseeable or unforeseeable, or avoidable, provided, however, that this provision shall not preclude the recovery of damages by the Contractor for hindrances or delays due solely to fraud or bad faith on the part of the County, its agents, or employees. The Contractor shall be entitled only to extensions in the time required for performance of the work as specifically provided in the contract.

**00700-52 DELAY**

The Contractor may be entitled to an extension of the contract time, but not an increase in the contract price or damages, for delays arising from unforeseeable causes beyond the control and without the fault or negligence of the Contractor or its subcontractors for labor strikes, acts of God, acts of the public enemy, acts of the state, federal or local government in its sovereign capacity, by acts of another separate contractor, or by an act or neglect of the County.

**00700-53 INCLEMENT WEATHER**

The Contractor shall not be entitled to an extension of the contract time due to normal inclement weather. Unless the Contractor can substantiate to the satisfaction of the Construction Manager that there was greater than normal inclement weather and that such greater than normal inclement weather actually delayed the work, the Contractor shall not be entitled to an extension of time therefore. The following shall be considered the normal inclement weather days for each month listed, and extensions of time shall be granted in increments of not less than one half day only for inclement weather in excess of the days set out.

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

**00700-54 DELAY - NOTICE AND CLAIM**

The Contractor shall not receive an extension of time unless a Notice of Delay is filed with the Construction Manager within ten days of the first instance of such delay, disruption, interference or hindrance and a written Statement of the Claim is filed with the Construction Manager within 20 days of the first such instance. In the event that the Contractor fails to comply with this provision, it waives any claim which it may have for an extension of time pursuant to this agreement.

**00700-55 STATEMENT OF CLAIM - CONTENTS**

The Statement of Claim referenced in Article 00700-54 shall include specific information concerning the nature of the delay, the date of commencement of the delay, the construction activities affected by the delay, the person or organization responsible for the delay, the anticipated extent of the delay, and any recommended action to avoid or minimize the delay.

**00700-56 WORK BEHIND SCHEDULE, REMEDY BY CONTRACTOR**

If the work actually in place falls behind the currently updated and approved schedule, and it becomes apparent from the current schedule that work will not be completed within the contract time, the Contractor agrees that it will, as necessary, or as directed by the Construction Manager, take action at no additional cost to the County to improve the progress of the work, including increasing manpower, increasing the number of working hours per shift or shifts per working day, increasing the amount of equipment at the site, and any other measure reasonably required to complete the work in a timely fashion.

**00700-57 DILIGENCE**

The Contractor's failure to substantially comply with the requirements of the preceding paragraph may be grounds for determination by the County that the Contractor is failing to prosecute the work with such diligence as will insure its completion within the time specified. In such event, the County shall have the right to furnish, from its own forces or by contract, such additional labor and materials as may be required to comply with the schedule after 48 hours written notice to the Contractor, and the Contractor shall be liable for such costs incurred by the County.

**00700-58 SET-OFFS**

Any monies due to the Contractor pursuant to the preceding paragraph of this agreement may be deducted by the County against monies due from the County to the Contractor.

**00700-59 REMEDIES CUMULATIVE**

The remedies of the County under Articles 00700-56, 00700-57, and 00700-58 are in addition to and without prejudice to all of the rights and remedies of the County at law, in equity, or contained in this agreement.

**00700-60 TITLE TO MATERIALS**

No materials or supplies shall be purchased by the Contractor or by any Subcontractor subject to any chattel mortgage or under a conditional sales contract or other agreement by which any interest is retained by the seller. The Contractor hereby warrants that it has good and marketable title to all materials and supplies used by it in the work, and

the Contractor further warrants that all materials and supplies shall be free from all liens, claims, or encumbrances at the time of incorporation in the work.

#### **00700-61 INSPECTION OF MATERIALS**

All materials and equipment used in the construction of the project shall be subject to adequate inspection and testing in accordance with accepted standards and in accordance with the requirements of the contract documents. Additional tests performed after the rejection of materials or equipment shall be at the Contractor's expense.

#### **00700-62 CONSTRUCTION MANAGER'S PRESENCE DURING TESTING**

All tests performed by the Contractor shall be witnessed by the Construction Manager unless the requirement therefore is waived in writing. The Construction Manager may perform additional tests on materials previously tested by the Contractor, and the Contractor shall furnish samples for this purpose as requested.

#### **00700-63 MATERIALS INCORPORATED IN WORK**

The Contractor shall furnish all materials and equipment to be incorporated in the work. All such materials or equipment shall be new and of the highest quality available. Manufactured materials and equipment shall be obtained from sources which are currently manufacturing such materials, except as otherwise specifically approved by the Construction Manager.

#### **00700-64 STORAGE OF MATERIALS**

Materials and equipment to be incorporated in the work shall be stored in such a manner as to preserve their quality and fitness for the work and to facilitate inspection.

#### **00700-65 PAYROLL REPORTS**

The Contractor may be required to furnish payroll reports to the Construction Manager as required by the Owner Controlled Insurance Program.

#### **00700-66 CONTRACTORS' REPRESENTATIVE**

Before beginning work, the Contractor shall notify the Construction Manager in writing of one person within its organization who shall have complete authority to supervise the work, receive orders from the Construction Manager, and represent the Contractor in all matters arising pursuant to this agreement. The Contractor shall not remove its representative without first designating in writing a new representative. The Contractor's representative shall normally be present at or about the site of work while the work is in progress. When neither the Contractor nor its representative is present at the work site, the superintendent, foreman, or other of the Contractor' employee in charge of the work shall be an authorized representative of the Contractor.

#### **00700-67 SPECIALTY SUB-CONTRACTORS**

The Contractor may utilize the services of specialty subcontractors on those parts of the project which, under normal contracting practices, are performed by specialty subcontractors. The Contractor shall not award more than seventy-five percent of the work to subcontractors.

#### **00700-68 INSPECTION BY THE CONSTRUCTION MANAGER**

All work pursuant to this agreement shall be subject to inspection by the Construction Manager for conformity with contract drawings and specifications. The Contractor shall

give the Construction Manager reasonable advance notice of operations requiring special inspection of a portion of the work.

#### **00700-69 WORK COVERED PRIOR TO CONSTRUCTION MANAGER'S INSPECTION**

In the event that work is covered or completed without the approval of the Construction Manager, and such approval is required by the specifications or required in advance by the Construction Manager, the Contractor shall bear all costs involved in inspection notwithstanding conformance of such portion of the work to the contract drawings and specifications.

#### **00700-70 SCHEDULING OF THE WORK**

The work of this contract shall be planned, scheduled, executed, and reported as required by the Contract Documents.

#### **00700-71 PROGRESS ESTIMATES**

The Contractor shall prepare a written report for the Construction Manager's approval, on County forms, of the total value of work performed and materials and equipment obtained to the date of submission. Such a report must accompany each request for a progress payment and is subject to review and approval by the Construction Manager. Approval of a progress estimate or tendering of a progress payment shall not be considered an approval or acceptance of any work performed, and all estimates and payments shall be subject to correction in subsequent estimates. Progress payments shall be made for all completed activities and for materials suitably stored on-site.

#### **00700-72 PROGRESS PAYMENTS**

Upon approval of each monthly estimate of work performed and materials furnished, the Construction Manager shall approve payment to the Contractor for the estimated value of such work, materials, and equipment, less the amount of all prior payments and any liquidated damages. The Contractor will be paid 100 percent, less retainage, of the cost of materials received and properly stored on-site but not incorporated into the work. Payments for materials or equipment stored on the site shall be conditioned upon submission by the Contractor of bills of sale to establish the County's title to such materials or equipment. The Contractor's request for payment shall provide sufficient detail as to the work completed or materials purchased for which payment is requested to permit meaningful review by the Construction Manager.

#### **00700-73 TIME OF PAYMENT**

The Contractor will be paid within 45 days following receipt of an approved Progress Estimate. The Contractor expressly agrees that the payment provisions within this Contract shall supersede the rates of interest, payment periods, and contract and subcontract terms provided for under the Georgia Prompt Pay Act, O.C.G.A. §13-11-1 et seq., and that the rates of interest, payment periods, and contract and subcontract terms provided for under the Prompt Pay Act shall have no application to this Contract. The County shall not be liable for any late payment interest or penalty.

#### **00700-74 RETAINAGE**

The County shall retain from each progress payment ten percent of the estimated value of the work performed until the progress payments, including retainage, total 50 percent of the contract price. If a contract includes two or more projects or assignments that have been separately priced and have separate budgets, and the performances of such projects or assignments are not related to or dependent upon the performance of any

other, the 50 per cent limit shall be based upon the price for each individual project or assignment. Thereafter, no further retainage shall be withheld so long as the Contractor is making satisfactory progress to insure completion of the work within the time specified therefore. The County may reinstate the ten percent retainage in the event the Construction Manager determines that the Contractor is not making satisfactory progress to complete the work within the time specified in this agreement or in the event that the Construction Manager provides a specific cause for such withholding. The County may also withhold retainage upon substantial completion of the work as provided in O.C.G.A. §13-10-81(c). Interest may be paid upon the retainage in accordance with Georgia law.

**00700-75 PAYMENT OF SUBCONTRACTORS**

The Contractor shall promptly pay each subcontractor upon the receipt of payment from the County. Such payment shall be made from the amount paid to the Contractor pursuant to the subcontractor's work. The Contractor shall also maintain the records of the percentage retained from payments to the Contractor pursuant to such subcontractor's work. The Contractor shall procure agreements from each subcontractor requiring each subcontractor to pay their subcontractors, agents and employees in a similar manner. The County reserves the right to inquire of any subcontractor, supplier, materialmen, or subconsultant, the status of any indebtedness of the Contractor. The County further reserves the right to require the Contractor to designate on each instrument of payment exceeding \$400.00 to subcontractors, suppliers, materialmen, and subconsultants that such payment is on account of the work under this Contract.

**00700-76 COUNTY'S RESPONSIBILITIES TO SUBCONTRACTORS**

Neither the County nor the Construction Manager shall have any obligation to pay any subcontractor except as otherwise required by law.

**00700-77 PROGRESS PAYMENTS - ACCEPTANCE OF WORK**

Certification of progress payments, as well as the actual payment thereof, shall not constitute the County's acceptance of work performed pursuant to this agreement.

**00700-78 PAYMENTS IN TRUST**

All sums paid to the Contractor pursuant to this agreement are hereby declared to constitute trust funds in the hands of the contractor to be applied first to the payment of claims of subcontractors, laborers, and suppliers arising out of the work, to claims for utilities furnished and taxes imposed, and to the payment of premiums on surety and other bonds and on insurance for any other application.

**00700-79 JOINT PAYMENTS**

The County reserves the right to issue any progress payment or final payment by check jointly to the Contractor and any subcontractor or supplier.

**00700-80 RIGHT TO WITHHOLD PAYMENT**

The Construction Manager may decline to approve payment and may withhold payment in whole or in part to the extent reasonable and necessary to protect the County against loss due to defective work, probable or actual third party claims, the Contractor's failure to pay subcontractors or materialmen, reasonable evidence that the work will not be completed within the contract time or contract price or damage to the County or any other contractor on the project.

**00700-81 CERTIFICATE OF SUBSTANTIAL COMPLETION**

Upon the Contractor's submission of a request for a certificate of Substantial Completion, the Construction Manager shall inspect the work and determine whether the work is Substantially Complete. If the work is Substantially Complete, the Construction Manager shall issue a certificate of Substantial Completion of the work which shall establish the date of Substantial Completion, shall state the responsibilities of the County and the Contractor for security, maintenance, heat, utilities, damage to the work and insurance, and shall fix the time within which the Contractor shall complete the items submitted by the Contractor as requiring correction or further work. The certificate of substantial completion of the work shall be submitted to the County and the Contractor for their written acceptance of the responsibilities assigned to them pursuant to such certificate.

If in the sole opinion of the Construction Manager, the work is not substantially complete, the Construction Manager shall notify the Contractor of such, in writing, and outline requirements to be met to achieve Substantial Completion.

**00700-82 PAYMENT UPON SUBSTANTIAL COMPLETION**

Upon Substantial Completion of the work and upon application by the Contractor and approval by the Construction Manager, the County shall make payment reflecting 100% work completed, less value of work remaining as determined by Construction Manager and any authorized retainage.

**00700-83 COMMENCEMENT OF WARRANTIES**

Warranties required by this agreement shall commence on the date of final completion of the project as determined under Article 00700-84 unless otherwise provided in the certificate of Substantial Completion.

**00700-84 FINAL PAYMENT - WAIVER OF CLAIMS, DISPUTE OF FINAL PAYMENT**

The acceptance of the Substantial Completion payment shall constitute a waiver of all claims by the Contractor except those previously made in writing and identified by the Contractor as unsettled at the time of application for payment at Substantial Completion and except for the retainage sums due at final acceptance. Following the Construction Manager's issuance of the certificate of Substantial Completion and the Contractor's completion of the work pursuant to this agreement, the Contractor shall forward to the Construction Manager a written notice that the work is ready for final inspection and acceptance. If after inspection the Construction Manager certifies that the work is complete and issues written notification of such to the Contractor, the Contractor shall forward to the Construction Manager a final application for payment. The Construction Manager shall issue a certificate for payment, which shall approve final payment to the Contractor and shall establish the date of final completion.

In the event the Contractor timely disputes the amount of the final payment, the amount due the Contractor shall be deemed by the Contractor and the County to be an unliquidated sum and no interest shall accrue or be payable on the sum finally determined to be due to the Contractor for any period prior to final determination of such sum, whether such determination be by agreement of the Contractor and the County or by final judgment of the proper court in the event of litigation between the County and the Contractor. The Contractor specifically waives and renounces any and all rights it may have under O.C.G.A. §13-6-13 and agrees that in the event suit is brought by the Contractor against the County for any sum claimed by the Contractor under the Contract

or for any extra or additional work, no interest shall be awarded on any sum found to be due from the County to the Contractor in the final judgment entered in such suit. All final judgments shall draw interest at the legal rate, as specified by law.

#### **00700-85 DOCUMENTATION OF COMPLETION OF WORK**

Neither the final payment nor the remaining retainage shall become due until the Contractor submits the following documents to the Construction Manager:

- a. An affidavit that all payrolls, bills for materials and equipment, and other indebtedness connected with the work have been paid other otherwise satisfied;
- b. The surety's consent to final payment; and
- c. Any other data reasonably required by the County or Construction Manager establishing payment or satisfaction of all such obligations, including releases, waivers of liens, and documents of satisfaction of debts.

In the event that a subcontractor refuses to furnish a release or waiver as required by the County or Construction Manager, the Contractor may furnish a bond satisfactory to the County to indemnify the County against such loss. In the event that any lien or indebtedness remains unsatisfied after all payments are made, the contractor shall refund to the County all moneys that the County may become compelled to pay in discharging such lien or other indebtedness, including all costs and reasonable attorney's fees.

#### **00700-86 GOVERNING LAW**

Each and every provision of this agreement shall be construed in accordance with and governed by Georgia law. The parties acknowledge that this contract is executed in Fulton County, Georgia and that the contract is to be performed in Fulton County, Georgia. Each party hereby consents to the Fulton Superior Court's sole jurisdiction over any dispute which arises as a result of the execution or performance of this agreement, and each party hereby waives any and all objections to venue in the Fulton Superior Court.

#### **00700-87 CHANGES IN THE WORK**

##### **A. CHANGE ORDERS**

1. A Change Order is a written order to the Contractor signed to show the approval and the authorization of the County, issued after execution of the Contract, authorizing a change in the Work and/or an adjustment in the Contract Sum or the Contract Time. Change Orders shall be written using forms designated by the County with Contractor providing supporting documentation as required by the Construction Manager. The Contract Sum and the Contract Time may be changed only by approved Change Order pursuant to Fulton County Procedure 800-6. The amount payable by the Change Order is payment in full for all direct and indirect costs incurred and related to the work under said Change Order, including but not limited to delays, imports, acceleration, disruption and extended overhead. A Change Order signed by the Contractor indicates the Contractor's agreement therewith, including the adjustment in either or both of the Contract Sum or the Contract Time.

2. The County, without invalidating the Contract, may order changes in the Work within the general scope of the Contract as defined herein. The time allowed for performance of the work and the contract price to be paid to the Contractor may be adjusted accordingly.
3. The cost or credit to the County resulting from a change in the Work shall be determined in one or more of the following ways:
  - a. By mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
  - b. By unit prices stated in the Contract Documents or subsequently agreed upon;
  - c. By cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or
  - d. By the method provided in Subparagraph A4 below.
4. If none of the methods set forth in Subparagraphs 3a, 3b, or 3c above is agreed upon, the Contractor, provided a written order signed by the Construction Manager is received, shall promptly proceed with the Work involved. The cost of such Work shall then be determined by the Construction Manager on basis of the reasonable expenditures and savings of those performing the Work attributable to the change. The cost of the change shall include only the items listed in Subparagraph 5a below, and in the case of either a decrease or an increase in the Contract Sum, an allowance for overhead and profit in accordance with the schedules set forth in Subparagraphs 5b and 6 below shall be applied to the cost or credit.
  - a. In such case, and also under Subparagraph 3a above, the Contractor shall keep and present, in such form as the Construction Manager may prescribe, an itemized accounting of all actual costs expended, together with appropriate supporting data for inclusion in a Change Order.
  - b. All hourly rate charges shall be submitted to the Construction Manager for prior review and approval. All hourly rate charges shall be properly supported as required by the Construction Manager with certified payrolls, or their acceptable equivalent. When authorized to proceed for a given change and actual expenditures have been made prior to execution of a Change Order for the entire change, such actual expenditures may be summarized monthly, and if approved, incorporated into a Change Order. When both additions and credits covering related Work or substitutions are involved in any one change, the allowance for overhead and profit shall be figured on the basis of the net increase or decrease, if any, with respect to that change.
5. In Subparagraphs 3 and 4 above, the items included in "Cost and "Overhead" shall be based on the following schedule:
  - a. Unless otherwise provided in the Contract Documents, "Cost" shall be limited to the following: cost of materials incorporated into the Work, including sales tax and cost of delivery; cost of direct

- labor (labor cost may include a pro rata share of foreman's account of the change) including social security, old age and unemployment insurance, and fringe benefits required by agreement or custom; workers' or workmen's compensation insurance; rental value of equipment and machinery; costs for preparing Shop Drawings.
- b. Unless otherwise provided in the Contract Documents, "Overhead" shall include the following: bond and insurance premiums including increase and decreases from change in the Work, supervision, superintendence, construction parking, wages of timekeepers, watchmen and clerks, small tools, consumable supplies, expendables, incidentals, general office expense, the cost of additional reproduction for the Contractor's subcontractors beyond that agreed upon in the Contract Documents, construction parking, any additional costs of craft supervision by the Contractor's or subcontractors' superintendents, and overhead charges which would be customary and expended regardless of the change in the Work due to other overlapping activities which are included as part of the original Contract, and all other expenses not included in "Cost" above.
  - c. In the event that a change is issued by the County which would require the expenditure of substantial amounts of special supervision (beyond the foreman level) by the Contractor, the Contractor may, at the sole direction of the Construction Manager, be allowed to incorporate these charges into the agreement cost for the change.
6. In Subparagraphs 3 and 4 above, the allowance for overhead and profit combined, included in the total cost or credit to the County, shall be based on the following schedule:
- a. For the Contractor, for any work performed by the Contractor's own forces, ten (10) percent of the cost.
  - b. For the Contractor, for any work performed by a Contractor's subcontractor, five (5) percent of the amount due the subcontractor.
  - c. For each subcontractor or sub-subcontractor involved, for any work performed by that subcontractor's or sub-subcontractor's own forces, ten (10) percent of the cost.
  - d. For each subcontractor, for work performed by a sub-subcontractor, five (5) percent of the amount due to the sub-subcontractor.
  - e. Cost to which overhead and profit is to be applied shall be determined in accordance with Subparagraph 5 above unless modified otherwise.
7. In order to facilitate checking of quotations for extras or credits, all proposals or bids, except those so minor that their propriety can be seen by inspection, shall be accompanied by a complete itemization of costs,

including labor cost, materials and subcontracts. Labor and materials shall be itemized in the manner defined in Subparagraph 4 above. Where major cost items are subcontracts, they shall be itemized also. In no case shall a change be approved without such itemization.

8. No payment shall be made for any changes to the contract that are not included in a fully executed Change Order.

#### B. CONCEALED, UNKNOWN AND DIFFERING CONDITIONS

1. Should concealed conditions be encountered in the performance of the Work below the surface of the ground, or should concealed or unknown conditions in an existing structure be at variance with the conditions indicated by the Contract Documents, or should unknown physical conditions below the surface of the ground or concealed or unknown conditions in an existing structure of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this Contract, be encountered, the Contract Sum and Contract Time shall be equitably adjusted by Change Order upon request by either party made within twenty (20) days after the first observance of the conditions. No such request for equitable adjustment shall be valid unless the Contractor complies with this (20) days notice and Subparagraph C.1. below.
2. The Contractor shall promptly, and before such conditions are disturbed, notify the Construction Manager in writing of any claim of concealed, unknown or differing conditions pursuant to this paragraph. The Construction Manager shall authorize the Engineer to investigate the conditions, and if it is found that such conditions do materially so differ and cause an increase or decrease in the Contractor's cost of, or the time required for, performance of any part of the Work under this Contract, whether or not changed as a result of such conditions, an equitable adjustment shall be recommended to the Construction Manager.
3. No claim of the Contractor under this clause shall be allowed unless the Contractor has given the notice required in (a) above, prior to disturbing the condition.
4. No claim by the Contractor for an equitable adjustment shall be allowed if asserted after final payment under this Contract.
5. Any materially differing site condition as between what is shown on the Drawings and Specifications and actually found on site shall be immediately reported to the Construction Manager in writing prior to the commencement of Work at the site. Failure of the Contractor to notify the Construction Manager in writing of the differing site condition prior to performance of Work at the site shall constitute a waiver of any claim for additional monies. Any Change Order necessitated by the differing site condition shall be processed as provided under "Changes in the Contract".

#### C. REQUESTS FOR ADDITIONAL COST

1. If the Contractor wishes to request an increase in the Contract Sum, the Contractor shall give the Construction Manager written notice thereof

within twenty (20) days after the occurrence of the event, or identification of the conditions, giving rise to such request. This notice shall be given by the Contractor before proceeding to execute the Work, except in an emergency endangering life or property in which case the Contractor shall proceed in accordance with Article 00700-25 and Subparagraph A.4 above. No such request shall be valid unless so made within the twenty (20) days specified above. If the County and the Contractor cannot agree on the amount of the adjustment in the Contract Sum, it shall be determined by the Construction Manager. Any change in the Contract Sum resulting from such claim shall be documented by Change Order.

2. If the Contractor claims that addition cost is involved because of, but not limited to (1) any written interpretation pursuant to General Condition 00700-17 of this Agreement, (2) any order by the County to stop the Work pursuant to Articles 00700-25 and 00700-37 of this Agreement where the Contractor was not at fault, or any such order by the Construction Manager as the County's agent, or (3) any written order for a minor change in the Work issued pursuant to Paragraph D below, the Contractor shall submit a request for an increase in the Contract Sum as provided in Subparagraph C.1 above. No such claim shall be valid unless the Contractor complies with Subparagraph C.1 above and approved by the County pursuant to Change Order Policy 800-6.

#### D. MINOR CHANGES IN THE WORK

The Construction Manager may order minor changes in the Work not involving an adjustment in the Contract Price, extension of the time allowed for performance of the work and not inconsistent with the intent of the Contract Documents. Such changes shall be effected by a written Change Directive issued by the Construction Manager, and shall be binding on the County and the Contractor. The Contractor shall carry out such written orders promptly.

#### E. BONDS

If any change order results in an increase in the contract price, the contractor shall increase the penal sum of the performance and payment bonds to equal the increased price.

#### **00700-88 DISAGREEMENT WITH ORDERS FOR CHANGE**

Contractor's written acceptance of a Change Order or other order for changes shall constitute his final and binding agreement to the provisions thereof and a waiver of all claims in connection therewith, whether direct or consequential in nature. Should Contractor disagree with any order for changes, he may submit a notice of potential claim to the Construction Manager, at such time as the order is set forth in the form of a Change Order. Disagreement with the provisions of an order for changes shall not relieve Contractor of his obligation under Article 00700-87 of this Agreement.

#### **00700-89 NO WAIVER OF REMEDIES**

Exercise by the County of any remedy is not exclusive of any other remedy available to County and shall not constitute a waiver of any such other remedies. Failure of the County to exercise any remedy, including breach of contract remedies, shall not preclude the County from exercising such remedies in similar circumstances in the future.

**00700-90 LAND AND RIGHTS-OF-WAY**

The owner will provide, as indicated in the Contract Documents and prior to Notice to Proceed, the lands upon which the work is to be done, right-of-way for access thereto, and such other lands which are designated for the use of the Contractor. The Contractor shall confine the Contractor's work and all associated activities to the easements and other areas designated for the Contractor's use. The Contractor shall comply with any limits on construction methods and practices which may be required by easement agreements. If, due to some unforeseen reason, the necessary easements are not obtained, the Contractor shall receive an equitable extension of contract time dependent upon the effect on the critical path of the project schedule or the County may terminate the Contract for its convenience.

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**EXHIBIT A**  
**FINAL AFFIDAVIT**

TO FULTON COUNTY, GEORGIA

I, \_\_\_\_\_, hereby certify that all suppliers of materials, equipment and service, subcontractors, mechanic, and laborers employed by \_\_\_\_\_ or any of his subcontractors in connection with the design and/or construction of \_\_\_\_\_ at Fulton County have been paid and satisfied in full as of \_\_\_\_\_, 20\_\_\_\_, and that there are no outstanding obligations or claims of any kind for the payment of which Fulton County on the above-named project might be liable, or subject to, in any lawful proceeding at law or in equity.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

Personally appeared before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_. \_\_\_\_\_, who under Oath deposes and says that he is \_\_\_\_\_ of the firm of \_\_\_\_\_, that he has read the above statement and that to the best of his knowledge and belief same is an exact true statement.

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

\_\_\_\_\_  
My Commission expires

END OF SECTION

**SECTION 9**  
**SPECIAL CONDITIONS**  
***(NON-APPLICABLE)***

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**(NON-APPLICABLE)**

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**DIVISION 01**  
**GENERAL REQUIREMENTS**

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## Part 1 General

### 1.01 Description

- A. The work to be performed under this Contract shall consist of furnishing all labor, materials, tools, equipment and incidentals and performing all work required to conduct a full blast and recoat, overcoat, or cleaning and inspection as required of the Bethany Tanks as outlined below:
1. Bethany East (#1) 2.0 MG Tank
    - a. Exterior Roof: Blast and Recoat
    - b. Exterior Bottom: Blast and Recoat
    - c. Exterior Side Wall: Pressure Wash and Overcoat
    - d. Interior Wet: Blast and Recoat
    - e. Interior Dry: Blast and Recoat
  2. Bethany West (#2) 2.0 MG Tank
    - a. Exterior Roof: Blast and Recoat
    - b. Exterior Bottom: Pressure Wash and Overcoat
    - c. Exterior Side Wall: Pressure Wash and Overcoat
    - d. Interior Wet: Clean and Inspect
    - e. Interior Dry: Clean and Inspect

Draping of tank exteriors will be required for all tank exterior surface preparation and coating operations.

- B. All Work described above shall be performed as specified.

### 1.02 Project Location

The approximate address for the tank site is:

Bethany Tank Site  
13792 Alpharetta Highway  
Milton, GA 30004

### 1.03 Quantities

The Owner reserves the right to alter the quantities of work to be performed or to extend or shorten the improvements at any time when and as found necessary, and the Contractor shall perform the work as altered, increased or decreased. Payment for such increased or decreased quantity will be made in accordance with the Instructions to Bidders. No allowance will be made for any change in anticipated profits nor shall such changes be considered as waiving or invalidating any conditions or provisions of the Contract and Bond.

END OF SECTION

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## Part 1 General

### 1.01 Partial Occupancy By Owner

Whenever, in the opinion of the Engineer, any section or portion of the work or any structure is in suitable condition, it may be put into use upon the written order of the Construction Manager and such usage will not be held in any way as an acceptance of said work or structure, or any part thereof, or as a waiver of any of the provisions of these Specifications and the Contract. Pending final completion and acceptance of the Work, all necessary repairs and replacements, due to defective materials or workmanship or operations of the Contractor, for any section of the work so put into use shall be performed by the Contractor at Contractor's own expense.

END OF SECTION

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## Part 1 General

### 1.01 Scope

- A. The Bid lists each item of the Project for which payment will be made. No payment will be made for any items other than those listed in the Bid.
- B. Required items of work and incidentals necessary for the satisfactory completion of the work which are not specifically listed in the Bid, and which are not specified in this Section to be measured or to be included in one of the items listed in the Bid, shall be considered as incidental to the work. All costs thereof, including Contractor's overhead costs and profit, shall be considered as included in the lump sum or unit prices bid for the various Bid items. The Contractor shall prepare the Bid accordingly.
- C. Work includes furnishing all plant, labor, equipment, tools and materials, and performing all operations required to complete the work satisfactorily, in place, as specified and as indicated on the Drawings.

### 1.02 Descriptions

- A. Measurement of an item of work will be by the unit indicated in the Bid.
- B. Payment will include all necessary and incidental related work not specified to be included in any other item of work listed in the Bid.
- C. Unless otherwise stated in individual sections of the Specifications or in the Bid, no separate payment will be made for any item of work, materials, parts, equipment, supplies or related items required to perform and complete the work. The costs for all such items required shall be included in the price bid for item of which it is a part.
- D. Payment will be made by extending unit prices multiplied by quantities provided and then summing the extended prices to reflect actual work. Such price and payment shall constitute full compensation to the Contractor for furnishing all plant, labor, equipment, tools and materials not furnished by the Owner and for performing all operations required to provide to the Owner the entire Project, complete in place, as specified and as indicated on the Drawings.
- E. "Products" shall mean materials or equipment permanently incorporated into the work.

### 1.03 Cash Allowances

- A. General
  - 1. The Contractor shall include in the Bid Total all allowances stated in the Contract Documents. These allowances shall cover the net cost of the services provided by a firm selected by the Owner. The Contractor's handling costs, labor, overhead, profit and other expenses contemplated for the original allowance shall

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Measurement and Payment

be included in the items to which they pertain and not in allowances.

2. No payment will be made for nonproductive time on the part of testing personnel due to the Contractor's failure to properly coordinate testing activities with the work schedule or the Contractor's problems with maintaining equipment in good working condition. The Contractor shall supply testing equipment and provide access for testing and inspection by the Owner.
  3. No payment shall be provided for services which fail to verify required results.
- B. Should the net cost be more or less than the specified amount of the allowance, the Contract will be adjusted accordingly by change order. The amount of change order will not recognize any changes in handling costs at the site, labor, overhead, profit and other expenses caused by the adjustment to the allowance.
- C. Documentation
1. Submit copies of the invoices with each periodic payment request from the firm providing the services.
  2. Submit results of services provided which verify required results.
- D. Schedule of Cash Allowances
1. **Materials Testing:** Allow the amount provided in the Bid for the services of a testing laboratory to perform tests on existing and applied coating as directed by the Engineer.
  2. **Miscellaneous Metalwork:** Allow the amount provided in the Bid for the material and labor to perform metalwork that is beyond the scope of welding work if ordered by the Engineer as described.
  3. **Owner Controlled Contingency:** Allow the amount provided in the Bid for an Owner Controlled Contingency. This allowance may be used, as authorized and directed by the Owner, to pay the costs of additional work. This work which is not shown or specified and not covered by another item in the Bid, may be required in the event the Owner establishes the need for additional work deemed to be necessary for the successful completion of this Contract. This item may also be used to pay for work performed by specialty contractors to complete additional work as directed by the Owner.

## 1.04 Bethany East and West Tanks

The unit price bid for surface preparation and coating the interior and exterior of the tank shall include all cost for painting the interior, exterior, including abrasive blast or pressure wash surface preparation as specified, sediment removal and disposal, disposal of blast residue, application of coatings, protection of the environment, containment for surface preparation, and disinfection of the tank interior.

## 1.05 Additional Work if Ordered by the Engineer

- A. Pit Filling  
All costs for performing the pit filling shall be included in the price provided in the bid. No payment shall be made for areas beyond which pit filling was not specifically directed.
- B. Welding  
All costs for performing the welding shall be included in the prices bid for Plate Welding, Seam Welds or Pit Welds, as appropriate. The cost for Plate Welding shall include all costs associated with the welding around all sides and grinding of edges sufficient to be coated with the appropriate system. The cost of performing welding repairs done in areas not needing a complete blast and recoat or overcoat, shall include the cost of applying the spot repair coating system.
- C. Wall/Floor Caulking  
All costs for wall/floor caulking shall include cleaning the affected contact area prior to application of the elastomeric sealant.

## 1.06 Alternates

A determination of selection of the Bid Alternates (and deletion of the associated unit price item) will be made at the discretion of the Owner only after cleaning and inspection has occurred.

Part 2 Products (Not Used)

Part 3 Execution (Not Used)

END OF SECTION

## Part 1 General

### 1.01 Scope

This section outlines the restrictions and requirements for substitutions, product and manufacturer options, and construction method options.

### 1.02 Definitions

- A. For the purposes of these Contract Documents, a “substitute item” shall be defined as one of the following:
  - 1. A product or manufacturer offered as a replacement to a specified product or manufacturer.
  - 2. A product or manufacturer offered in addition to a specified product or manufacturer.
- B. For the purposes of these Contract Documents, a “substitute construction method” shall be defined as one of the following:
  - 1. A mean, method, technique, sequence or procedure of construction offered as a replacement for a specified mean, method, technique, sequence or procedure of construction.
  - 2. A mean, method, technique, sequence or procedure of construction offered in addition to a specified mean, method, technique, sequence or procedure of construction.

### 1.03 General

- A. An item or construction method, which is offered where no specific product, manufacturer, mean, method, technique, sequence or procedure of construction is specified or shown on the Drawings, shall not be considered a substitute and shall be at the option of the Contractor, subject to the provisions in the Contract Documents for that item or construction method.
- B. For products specified only by a referenced standard, the Contractor may select any product by any manufacturer, which meets the requirements of the Specifications, unless indicated otherwise in the Contract Documents.
- C. If the manufacturer is named on the Drawings or in the Specifications as an acceptable manufacturer, products of that manufacturer meeting all requirements of the Specifications and Drawings are acceptable.
- D. Whenever the Engineer's design is based on a specific product of a particular manufacturer, that manufacturer will be shown on the Drawings and/or listed first in the list of approved manufacturers in the Specifications. Any Bidder intending to furnish

### Substitutions and Options

products of other than the first listed manufacturer, or furnish substitute items, shall

1. Verify that the item being furnished will fit in the space allowed, perform the same functions and have the same capabilities as the item specified,
2. Include in its Bid the cost of all accessory items which may be required by the other listed substitute product,
3. Include the cost of any architectural, structural, mechanical, piping, electrical or other modifications required, and
4. Include the cost of required additional work by the Engineer, if any, to accommodate the item.

### 1.04 Approvals

- A. Approval, of a substitution as an acceptable manufacturer, of the Engineer is dependent on determination that the product offered:
  1. is essentially equal in function, performance, quality of manufacture, ease of maintenance, reliability, service life and other criteria to that on which the design is based, and
  2. will require no major modifications to structures, electrical systems, control systems or piping systems.

### 1.05 Substitutions and Options

- A. No substitutions will be considered for the manufacturers listed.
- B. After Notice to Proceed
  1. Substitute items will be considered only if the term "equal to" precedes the names of acceptable manufacturers in the Specification.
  2. Where items are specified by referenced standard or specified as indicated above in Article 1.03, Paragraph A, such items shall be submitted to the Engineer for review.
  3. The Contractor shall submit shop drawings on the substitute item for the Engineer's review in accordance with the Section 01 33 23.
- C. Prior to Opening of Bids
  1. No consideration or approvals will be made for products specified by a referenced standard, or specified as indicated in Article 1.03, Paragraph A, above. Such consideration may occur only after the Notice to Proceed.
  2. No consideration or approvals will be made for products being offered where the

term "equal to" precedes the name of an approved product. Such substitution consideration may occur only after the Notice to Proceed.

**END OF SECTION**

## Part 1 General

### 1.01 Scope

- A. Work under this Section includes all scheduling and administering of pre-construction and progress meetings as herein specified and necessary for the proper and complete performance of this work.
- B. Scheduling and Administration by Engineer:
  - 1. Prepare agenda.
  - 2. Make physical arrangements for the meetings.
  - 3. Preside at meetings.
  - 4. Record minutes and include significant proceedings and decisions.
  - 5. Distribute copies of the minutes to participants.

### 1.02 Preconstruction Conference

- A. The Engineer shall schedule the preconstruction conference prior to the issuance of the Notice to Proceed.
- B. Representatives of the following parties are to be in attendance at the meeting:
  - 1. Owner.
  - 2. Engineer.
  - 3. Contractor and superintendent.
  - 4. Major subcontractors.
  - 5. Representatives of governmental or regulatory agencies when appropriate.
- C. The agenda for the preconstruction conference shall consist of the following as a minimum:
  - 1. Distribute and discuss a list of major subcontractors and a tentative construction schedule.
  - 2. Critical work sequencing.
  - 3. Designation of responsible personnel and emergency telephone numbers.
  - 4. Processing of field decisions and change orders.

Project Meetings

5. Adequacy of distribution of Contract Documents.
6. Schedule and submittal of shop drawings, product data and samples.
7. Pay request format, submittal cutoff date, pay date and retainage.
8. Procedures for maintaining record documents.
9. Use of premises, including office and storage areas and Owner's requirements.
10. Major equipment deliveries and priorities.
11. Safety and first aid procedures.
12. Security procedures.
13. Housekeeping procedures.
14. Work hours.

### 1.03 Project Coordination Meetings

Project Coordination Meetings may be requested at any time at the discretion of the Owner, Engineer or Contractor. The party requesting a meeting shall provide the other two parties with as much notice as possible, as well as a written agenda for such meeting.

### 1.03 Project Coordination Meetings

- A. Schedule regular monthly meetings as directed by the Engineer.
- B. Hold called meetings as the progress of the work dictates.
- C. The meetings shall be held at the location indicated by the Engineer.
- D. Representatives of the following parties are to be in attendance at the meetings:
  1. Engineer.
  2. Contractor and superintendent.
  3. Major subcontractors as pertinent to the agenda.
  4. Owner's representative as appropriate.
  5. Representatives of governmental or other regulatory agencies as appropriate.
- E. The minimum agenda for progress meetings shall consist of the following:

1. Review and approve minutes of previous meetings.
2. Review work progress since last meeting.
3. Note field observations, problems and decisions.
4. Identify problems which impede planned progress.
5. Review off-site fabrication problems.
6. Review Contractor's corrective measures and procedures to regain plan schedule.
7. Review Contractor's revision to the construction schedule as outlined in the Supplementary Conditions.
8. Review submittal schedule; expedite as required to maintain schedule.
9. Maintenance of quality and work standards.
10. Review changes proposed by Owner for their effect on the construction schedule and completion date.
11. Complete other current business.

END OF SECTION

## Part 1 General

### 1.01 Scope

- A. The work under this Section includes preparing, furnishing, distributing, and periodic updating of the construction schedules as specified herein.
- B. The purpose of the schedule is to demonstrate that the Contractor can complete the overall Project within the Contract Time and meet all required interim milestones.

### 1.02 Submittals

- A. Overall Project Schedule (OPS)
  - 1. Submit the schedule within 10 days after date of the Notice to Proceed.
  - 2. The Engineer will review the schedule and return it within 10 days after receipt.
  - 3. If required, resubmit within 10 days after receipt of a returned copy.
- B. Near Term Schedule (NTS)
  - 1. Submit the first Near Term Schedule within 10 days of the Notice to Proceed.
  - 2. The Engineer will review the schedule and return it within 10 days after receipt.
- C. Submit an update of the OPS and NTS with each progress payment request.
- D. Submit the number of copies required by the Contractor, plus four copies to be retained by the Engineer.

### 1.03 Approval

Approval of the Contractor's detailed construction program and revisions thereto shall in no way relieve the Contractor of any of Contractor's duties and obligations under the Contract. Approval is limited to the format of the schedule and does not in any way indicate approval of, or concurrence with, the Contractor's means, methods and ability to carry out the work.

### 1.04 Overall Project Schedule (OPS)

- A. The Contractor shall submit to the Owner for approval a detailed Overall Project Schedule of the Contractor's proposed operations for the duration of the Project. The OPS shall be in the form of a Gantt/bar chart.
- B. Gantt/Bar Chart Schedule
  - 1. Each activity with a duration of five or more days shall be identified by a separate bar. Activities with a duration of more than 20 days shall be sub-divided into

separate activities.

2. The schedule shall include activities for shop drawing preparation and review, fabrication, delivery, and installation of major or critical path materials and equipment items.
3. The schedule shall show the proposed start and completion date for each activity. A separate listing of activity start and stop dates and working day requirements shall be provided unless the information is shown in text form on the Gantt/bar chart.
4. The schedule shall identify the Notice to Proceed date, the Contract Completion date, major milestone dates, and a critical path.
5. The schedule shall be printed on a maximum 11 x 17-inch size paper. If the OPS needs to be shown on multiple sheets, a simplified, one page, summary bar chart showing the entire Project shall be provided.
6. The schedule shall have a horizontal time scale based on calendar days and shall identify the Monday of each week.
7. The schedule shall show the precedence relationship for each activity.

### 1.05 Near Term Schedule (NTS)

- A. The Contractor shall develop and refine a detailed Near Term Schedule showing the day to day activities with committed completion dates which must be performed during the upcoming 30 day period. The detailed schedule shall represent the Contractor's best approach to the Work which must be accomplished to maintain progress consistent with the Overall Project Schedule.
- B. The Near Term Schedule shall be in the form of Gantt/bar chart and shall include a written narrative description of all activities to be performed and describe corrective action to be taken for items that are behind schedule.

### 1.06 Updating

- A. Show all changes occurring since previous submission of the updated schedule.
- B. Indicate progress of each activity and show actual completion dates.
- C. The Contractor shall be prepared to provide a narrative report at the Project Coordination Meetings. The report shall include the following:
  1. A description of the overall Project status and comparison to the OPS.
  2. Identify activities which are behind schedule and describe corrective action to be taken.

3. A description of changes or revisions to the Project and their effect on the OPS.
4. A description of the Near Term Schedule of the activities to be completed during the next 30 days. The report shall include a description of all activities requiring participation by the Engineer and/or Owner.

END OF SECTION

## Part 1 General

### 1.01 Scope

- A. The Contractor shall furnish all equipment and labor materials required to provide the Owner with digital construction videos and photographs of the Project.
- B. Photo and video files shall become the property of the Owner and none of the videos or photographs shall be published without express permission of the Owner.

### 1.02 Pre and Post Construction Videos and Photographs

- A. Prior to the beginning of any work, the Contractor shall take videos and photographs of the work area to record existing conditions.
- B. Following completion of the work, another set of videos and photographs shall be made showing the same areas and features as in the pre-construction videos and photographs.
- C. All conditions which might later be subject to disagreement shall be shown in sufficient detail to provide a basis for decisions.

### 1.03 Progress Videos and Photographs

- A. The photographs shall include the date and time marking of the recording.
- B. A minimum of 10 photographs shall be submitted with each request for payment. The view selections will be as agreed to with the Engineer.

### 1.04 File Format, Media and Submittals

- A. Photographs shall be in "jpg" format.
- B. Videos shall be in a format viewable by Microsoft Windows Media Player or Apple QuickTime Player. Audio narration is desirable.
- C. Files shall be named such that what is being viewed is self evident.
- D. Files shall be submitted on a compact disk (CD) or a digital video disk (DVD). If submitted on DVD, disk shall be recorded in "Minus R" format.
- E. The pre-construction videos and photographs shall be submitted to the Engineer within 25 calendar days after the date of receipt by the Contractor of Notice to Proceed. Post-construction videos and photographs shall be provided prior to final acceptance of the Project.
- F. Construction photographs shall be submitted with each payment request. Failure to

Construction Videos and Photographs

include photographs may be cause for rejection of the payment request.

END OF SECTION

## Part 1 General

### 1.01 Scope

- A. The work under this Section includes submittal to the Engineer of shop drawings, product data and samples required by the various Sections of these Specifications.
- B. Submittal Contents: The submittal contents required are specified in each Section.
- C. Definitions: Submittals are categorized as follows:
  - 1. Shop Drawings
    - a. Shop drawings shall include technical data, drawings, diagrams, procedure and methodology, performance curves, schedules, templates, patterns, test reports, calculations, instructions, measurements and similar information as applicable to the specific item for which the shop drawing is prepared.
    - b. Provide newly-prepared information, on bond sheets, with graphic information at accurate scale (except as otherwise indicated) or appropriate number of prints hereof, with name or preparer (firm name) indicated. The Contract Drawings shall not be traced or reproduced by any method for use as or in lieu of detail shop drawings. Show dimensions and note dimensions that are based on field measurement. Identify materials and products in the work shown. Indicate compliance with standards and special coordination requirements. Do not allow shop drawings to be used in connection with the Work without appropriate final "Action" markings by the Engineer.
    - c. Drawings shall be presented in a clear and thorough manner. Details shall be identified by reference to sheet and detail, Specification Section, schedule or room numbers shown on the Contract Drawings.
    - d. Minimum assembly drawings sheet size shall be 22 x 34-inches.
    - e. Minimum detail sheet size shall be 8-1/2 x 11-inches.
    - f. Minimum Scale:
      - i. Assembly Drawings Sheet, Scale: 1-inch = 30 feet.
      - ii. Detail Sheet, Scale: 1/4-inch = 1 foot.
  - 2. Product Data
    - a. Product data includes standard printed information on materials, products and systems, not specially prepared for this Project, other than the designation of selections from among available choices printed therein.

- b. Collect required data into one submittal for each unit of work or system, and mark each copy to show which choices and options are applicable to the Project. Include manufacturer's standard printed recommendations for application and use, compliance with standards, application of labels and seals, notation of field measurements which have been checked and special coordination requirements.

### 3. Samples

- a. Samples include both fabricated and un-fabricated physical examples of materials, products and units of work, both as complete units and as smaller portions of units of work, either for limited visual inspection or, where indicated, for more detailed testing and analysis.
- b. Provide units identical with final condition of proposed materials or products for the work. Include "range" samples, not less than three units, where unavoidable variations must be expected, and describe or identify variations between units of each set. Provide full set of optional samples where the Engineer's selection is required. Prepare samples to match the Engineer's sample where indicated. Include information with each sample to show generic description, source or product name and manufacturer, limitations and compliance with standards. Samples are submitted for review and confirmation of color, pattern, texture and "kind" by the Engineer. Engineer will note "test" samples, except as otherwise indicated, for other requirements, which are the exclusive responsibility of the Contractor.

4. Miscellaneous submittals related directly to the work (non-administrative) include warranties, maintenance agreements, workmanship bonds, project photographs, survey data and reports, physical work records, statements of applicability, quality testing and certifying reports, copies of industry standards, record drawings, field measurement data, operating and maintenance materials, overrun stock, security/protection/safety keys and similar information, devices and materials applicable to the work but not processed as shop drawings, product data or samples.

## 1.02 Specific Category Requirements

- A. General: Except as otherwise indicated in the individual work sections, comply with general requirements specified herein for each indicated category of submittal. Submittals shall contain:
  1. The date of submittal and the dates of any previous submittals.
  2. The Project title.
  3. Numerical submittal numbers, starting with 1.0, 2.0, etc. Revisions to be numbered 1.1, 1.2, etc.

4. The Names of:
  - a. Contractor
  - b. Supplier
  - c. Manufacturer
5. Identification of the product, with the Specification Section number, permanent equipment tag numbers and applicable Drawing No.
6. Field dimensions, clearly identified as such.
7. Relation to adjacent or critical features of the work or materials.
8. Applicable standards, such as ASTM or Federal Specification numbers.
9. Notification to the Engineer in writing, at time of submissions, of any deviations on the submittals from requirements of the Contract Documents.
10. Identification of revisions on resubmittals.
11. An 8 x 3-inch blank space for Contractor and Engineer stamps.
12. Contractor's stamp, initialed or signed, certifying to review of submittal, verification of products, field measurements and field construction criteria and coordination of the information within the submittal with requirements of the work and of Contract Documents.
13. Submittal sheets or Drawings showing more than the particular item under consideration shall have all but the pertinent description of the item for which review is requested crossed out.

### 1.03 Routing of Submittals

- A. Submittals and routine correspondence shall be routed as follows:
  1. Supplier to Contractor (through representative if applicable)
  2. Contractor to Engineer
  3. Engineer to Contractor and Owner
  4. Contractor to Supplier

## Part 2 Products

### 2.01 Shop Drawings

- A. Unless otherwise specifically directed by the Engineer, make all shop drawings accurately to a scale sufficiently large to show all pertinent features of the item and its method of connection to the work.
- B. Submit all shop assembly drawings, larger than 11 x 17-inches, in the form of one reproducible transparency with two opaque prints or bluelines.
- C. Submit all shop drawings, 11 x 17-inches and smaller, in the form of six opaque prints or bluelines.
- D. One reproducible for all submittals larger than 11 x 17-inches and no more than three prints of other submittals will be returned to the Contractor.

### 2.02 Manufacturer's Literature

- A. Where content of submitted literature from manufacturers includes data not pertinent to this submittal, clearly indicate which portion of the contents is being submitted for the Engineer's review.
- B. Submit the number of copies which are required to be returned (not to exceed three) plus three copies which will be retained by the Engineer.

### 2.03 Samples

- A. Samples shall illustrate materials, equipment or workmanship and established standards by which completed work is judged.
- B. Unless otherwise specifically directed by the Engineer, all samples shall be of the precise article proposed to be furnished.
- C. Submit all samples in the quantity which is required to be returned plus one sample which will be retained by the Engineer.

### 2.04 Colors

- A. Unless the precise color and pattern is specifically described in the Contract Documents, wherever a choice of color or pattern is available in a specified product, submit accurate color charts and pattern charts to the Engineer for review and selection.
- B. Unless all available colors and patterns have identical costs and identical wearing capabilities, and are identically suited to the installation, completely describe the relative costs and capabilities of each.

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## Part 3 Execution

### 3.01 Contractor's Coordination of Submittals

- A. Prior to submittal for the Engineer's review, the Contractor shall use all means necessary to fully coordinate all material, including the following procedures:
  - 1. Determine and verify all field dimensions and conditions, catalog numbers and similar data.
  - 2. Coordinate as required with all trades and all public agencies involved.
  - 3. Submit a written statement of review and compliance with the requirements of all applicable technical Specifications as well as the requirements of this Section.
  - 4. Clearly indicate in a letter or memorandum on the manufacturer's or fabricator's letterhead, all deviations from the Contract Documents.
- B. Each and every copy of the shop drawings and data shall bear the Contractor's stamp showing that they have been so checked. Shop drawings submitted to the Engineer without the Contractor's stamp will be returned to the Contractor for conformance with this requirement.
- C. The Owner may backcharge the Contractor for costs associated with having to review a particular shop drawing, product data or sample more than two times to receive a "No Exceptions Taken" mark.
- D. Grouping of Submittals
  - 1. Unless otherwise specifically permitted by the Engineer, make all submittals in groups containing all associated items.
  - 2. No review will be given to partial submittals of shop drawings for items which interconnect and/or are interdependent. It is the Contractor's responsibility to assemble the shop drawings for all such interconnecting and/or interdependent items, check them and then make one submittal to the Engineer along with Contractor's comments as to compliance, non-compliance or features requiring special attention.
- E. Schedule of Submittals
  - 1. Within 30 days of Contract award and prior to any shop drawing submittal, the Contractor shall submit a schedule showing the estimated date of submittal and the desired approval date for each shop drawing anticipated. A reasonable period shall be scheduled for review and comments. Time lost due to unacceptable submittals shall be the Contractor's responsibility and some time allowance for resubmittal shall be provided. The schedule shall provide for submittal of items which relate to one another to be submitted concurrently.

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### 3.02 Timing of Submittals

#### Shop Drawings, Product Data, and Samples

- A. Make all submittals far enough in advance of scheduled dates for installation to provide all required time for reviews, for securing necessary approvals, for possible revision and resubmittal, and for placing orders and securing delivery.
- B. In scheduling, allow sufficient time for the Engineer's review following the receipt of the submittal.

### 3.03 Reviewed Shop Drawings

- A. Engineer Review
  - 1. Allow a minimum of 30 days for the Engineer's initial processing of each submittal requiring review and response, except allow longer periods where processing must be delayed for coordination with subsequent submittals. The Engineer will advise the Contractor promptly when it is determined that a submittal being processed must be delayed for coordination. Allow a minimum of two weeks for reprocessing each submittal. Advise the Engineer on each submittal as to whether processing time is critical to progress of the work, and therefore the work would be expedited if processing time could be foreshortened.
  - 2. Acceptable submittals will be marked "No Exceptions Taken". A minimum of three copies will be retained by the Engineer for Engineer's and the Owner's use and the remaining copies will be returned to the Contractor.
  - 3. Submittals requiring minor corrections before the product is acceptable will be marked "Make Corrections Noted". The Contractor may order, fabricate and ship the items included in the submittals, provided the indicated corrections are made. Drawings must be resubmitted for review and marked "No Exceptions Taken" prior to installation or use of products.
  - 4. Submittals marked "Amend and Resubmit" must be revised to reflect required changes and the initial review procedure repeated.
  - 5. The "Rejected - See Remarks" notation is used to indicate products which are not acceptable. Upon return of a submittal so marked, the Contractor shall repeat the initial review procedure utilizing acceptable products.
  - 6. Only two copies of items marked "Amend and Resubmit" and "Rejected - See Remarks" will be reviewed and marked. One copy will be retained by the Engineer and the other copy with all remaining unmarked copies will be returned to the Contractor for resubmittal.
- B. No work or products shall be installed without a drawing or submittal bearing the "No Exceptions Taken" notation. The Contractor shall maintain at the job site a complete set of shop drawings bearing the Engineer's stamp.
- C. Substitutions: In the event the Contractor obtains the Engineer's approval for the use of products other than those which are listed first in the Contract Documents, the Contractor shall, at the Contractor's own expense and using methods approved by the

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Engineer, make any changes to structures, piping and electrical work that may be necessary to accommodate these products.

- D. Use of the "No Exceptions Taken" notation on shop drawings or other submittals is general and shall not relieve the Contractor of the responsibility of furnishing products of the proper dimension, size, quality, quantity, materials and all performance characteristics, to efficiently perform the requirements and intent of the Contract Documents. The Engineer's review shall not relieve the Contractor of responsibility for errors of any kind on the shop drawings. Review is intended only to assure conformance with the design concept of the Project and compliance with the information given in the Contract Documents. The Contractor is responsible for dimensions to be confirmed and correlated at the job site. The Contractor is also responsible for information that pertains solely to the fabrication processes or to the technique of construction and for the coordination of the work of all trades.

### 3.04 Resubmission Requirements

- A. Shop Drawings
1. Revise initial Drawings as required and resubmit as specified for initial submittal, with the resubmittal number shown.
  2. Indicate on Drawings all changes which have been made other than those requested by the Engineer.
- B. Project Data and Samples: Resubmit new data and samples as specified for initial submittal, with the resubmittal number shown.

END OF SECTION

## Part 1 General

### 1.01 Scope

The scope of this Section is to convey to the Contractor unique and unusual stipulations and requirements which have been established for this Project. Some of the stipulations and requirements are a result of negotiations with various entities and organizations which have an interest in this Project. Some requirements are based on technical aspects of the Project which are not otherwise conveyed to the Contractor. The provisions of this Section shall supersede the provisions of the Division 01 through 49 Specifications but shall not supersede the Bidding Requirements, Contract Forms or Conditions of the Contract.

### 1.02 Milestone Dates

- A. The Contractor shall be required to complete the following activities by the indicated date or days after the Notice to Proceed:

Consecutive Calendar Days after Notice to Proceed	Milestone	Liquidated Damages Per Calendar Day
30 DAYS	Completion of Administration Period	
190 DAYS	Substantial Completion of All Work	\$1000
220 DAYS	Final Completion of All Work	\$250

- B. Substantial Completion for the purposes of assessing liquidated damages, shall be defined as the time at which the work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the work refer to Substantial Completion thereof. At minimum, Substantial Completion shall be defined as (i) that degree of completion of the Project's operating facilities or systems sufficient to provide the Owner full time, uninterrupted, continuous operation of the work; and (ii) all required functional, performance, and operational or startup testing has been successfully demonstrated for all components, devices, equipment, systems, including instrumentation and controls to the satisfaction of the Engineer in accordance with the requirements of the Specifications; and (iii) all inspections required have been completed. Specific items of work that must be completed prior to the Engineer's issuance of a certificate of Substantial Completion include, but are not limited to, the following:

1. Correcting deficient work items listed by any regulatory agencies.
2. All submittals must be received and approved by the Engineer, including, but not necessarily limited to, the following:
  - a. Record documents.

Unique Requirements

- b. Factory test reports.
  - c. Equipment and structure test reports.
  - d. Manufacturer's Certificate of Proper Installation.
  - e. Operating and Maintenance information, instructions, manuals, documents, drawings, diagrams, and records.
  - f. Spare parts lists.
3. All additional warranty or insurance coverage requirements have been provided.

### 1.03 Submittals

A. Sequence Submittal

1. Submit a proposed sequence in accordance with Section 01 33 23 with appropriate times of starting and completion of tasks to Engineer for review.
2. The Contractor may propose alternatives to the sequencing constraints to that shown in this Section in an attempt to reduce the disruption of the operation of the existing facility or streamline the tasks of this Contract. The Owner and Engineer are not obligated to accept any of these alternatives.

### 1.04 Existing Facility Operations

- A. The entire facility may NOT be taken out of service between May 15 and September 15 of any year.
- B. Only one tank may be taken out of service at any time; before doing so, coordinate with Thomas Czeczil or Grady Cochran with North Fulton Water Services.
- C. The Contractor shall coordinate the work with the Owner so that the construction will not restrain or hinder the operation of the existing facilities. If, at any time, any portion of the facilities are out of service, the Contractor must obtain approval from the Owner as to the date, time and length of time that portion of the facilities are out of service.
- D. Connections to the existing facilities or alteration of existing facilities will be made at times when the facility involved is not in use or at times, established by the Owner, when the use of the facility can be conveniently interrupted for the period of time needed to make the connection or alteration.
- E. After having coordinated the work with the Owner, the Contractor shall prepare a submittal in accordance with Section 01 33 23 to include the time, time limits and methods of each connection or alteration and have the approval of the Engineer before any work is undertaken on the connections or alterations.
- F. Before any roadway or facilities are blocked off, the Owner's approval shall be obtained to coordinate operations for the tanks.

- G. The Contractor shall not open or close valves or take any other such actions concerning the operation of existing systems.

## 1.05 Sequencing

### A. General

1. The Contractor shall be solely responsible for all construction sequencing.
2. The completion of specific preliminary sequencing tasks indicated will be required prior to any significant work.

- B. Notify the Owner at least twenty days prior to taking existing components out of service.

## 1.06 Sequencing Constraints

The following construction sequencing constraints are to emphasize critical tasks of the work in this Contract. It is not a complete list of all work to be completed.

1. The Owner will drain tank Bethany East (#1) as far down as gravity will allow.
2. The Contractor shall remove remaining water and all sediment from within the tank.
3. The Engineer will inspect the interior of Bethany East (#1) to determine if additional repairs are necessary and direct the Contractor to proceed with such repairs.
4. The Contractor shall perform repairs identified in the inspection noted in Item #3.
5. The Contractor shall paint the interior and exterior of Bethany East (#1) as specified. The Engineer will inspect the interior of the tank during surface preparation/cleaning and may determine whether to proceed with alternate coating rehabilitation per the Alternate Bid items.
6. The tank will be inspected jointly by the Engineer and Contractor.
7. The Contractor will fill and disinfect the tank and the Owner will conduct bacteriological tests.
8. Steps 1-8 will be followed for Bethany West (#2).

## 1.07 Administration Period

- A. During the Administration Period the Contractor shall be limited in site access to only the following:

Unique Requirements

1. Nondestructive field verification of existing conditions.
  2. Construction of Contractor's temporary field offices.
- B. During the Administration Period the Contractor shall complete, as a minimum, the following:
1. Issuance of contracts, subcontracts, and purchase orders for all major products and systems.
  2. Complete all submittals, release for manufacture, and schedule delivery for the products or systems referenced above.
  3. Prepare and submit approvable documents required by Section 01 32 16, including OPS and the Schedule of Values.
  4. Install Contractor's temporary field offices complete with all required utilities, internet, network, supplies, and furnishings required.
  5. Complete and submit all preconstruction photos, videos, and initial aerial photographs.
- B. The duration of the Administration Period is 30 consecutive calendar days, after which time the Construction Period shall automatically begin. Construction Period may begin prior to the 30 days, provided all requirements of the Administration Period have been completed, submitted, and approved by the Engineer.

## 1.08 Coordination

The work will be performed in conjunction with work by a third party contractor who will be installing a mixing system on each tank. The mixing system will be an Active type mixer similar to PAX Water Mixer. Coordination will be required for site access, installation of electrical/control cable, and equipment and mixer mounting by the third party contractor.

END OF SECTION

Part 1 General

1.01 Scope

- A. Permits and Responsibilities: The Contractor shall, without additional expense to the Owner, be responsible for obtaining all necessary licenses and permits, including building permits, and for complying with any applicable federal, state, county and municipal laws, codes and regulations, in connection with the prosecution of the work.
- B. The Contractor shall take proper safety and health precautions to protect the work, the workers, the public and the property of others.
- C. The Contractor shall also be responsible for all materials delivered and work performed until completion and acceptance of the work, except for any completed unit of construction thereof which may heretofore have been accepted.

END OF SECTION

## Part 1 General

### 1.01 Description

- A. Whenever reference is made to conforming to the standards of any technical society, organization, body, code or standard, it shall be construed to mean the latest standard, code, specification or tentative specification adopted and published at the time of advertisement for Bids. This shall include the furnishing of materials, testing of materials, fabrication and installation practices. In those cases where the Contractor's quality standards establish more stringent quality requirements, the more stringent requirement shall prevail. Such standards are made a part hereof to the extent which is indicated or intended.
- B. The inclusion of an organization under one category does not preclude that organization's standards from applying to another category.
- C. In addition, all work shall comply with the applicable requirements of local codes, utilities and other authorities having jurisdiction.
- D. All material and equipment, for which a UL Standard, an AGA or NSF approval or an ASME requirement is established, shall be so approved and labeled or stamped. The label or stamp shall be conspicuous and not covered, painted, or otherwise obscured from visual inspection.
- E. The standards which apply to this Project are not necessarily restricted to those organizations which are listed in Article 1.02.

### 1.02 Standard Organizations

#### A. Piping and Valves

ACPA	American Concrete Pipe Association
ANSI	American National Standards Institute
API	American Petroleum Institute
ASME	American Society of Mechanical Engineers
AWWA	American Water Works Association
CISPI	Cast Iron Soil Pipe Institute
DIPRA	Ductile Iron Pipe Research Association
FCI	Fluid Controls Institute
MSS	Manufacturers Standardization Society
NCPI	National Clay Pipe Institute
NSF	National Sanitation Foundation
PPI	Plastic Pipe Institute
Uni-Bell	PVC Pipe Association

#### B. Materials

AASHTO	American Association of State Highway and Transportation Officials
ANSI	American National Standards Institute

Codes and Standards

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- ASTM      American Society for Testing and Materials
- C.    Painting and Surface Preparation
- NACE      National Association of Corrosion Engineers  
      SSPC      Steel Structures Painting Council
- D.    Electrical and Instrumentation
- AEIC      Association of Edison Illuminating Companies  
      AIEE      American Institute of Electrical Engineers  
      EIA      Electronic Industries Association  
      ICEA      Insulated Cable Engineers Association  
      IEC      International Electrotechnical Commission  
      IEEE      Institute of Electrical and Electronic Engineers  
      IES      Illuminating Engineering Society  
      IPC      Institute of Printed Circuits  
      IPCEA     Insulated Power Cable Engineers Association  
      ISA      The Instrumentation, Systems, and Automation Society  
      NEC      National Electric Code  
      NEMA     National Electrical Manufacturers Association  
      NFPA     National Fire Protection Association Rural  
      REA      Electrification Administration  
      TIA      Telecommunications Industries Association  
      UL      Underwriter's Laboratories  
      VRCI     Variable Resistive Components Institute
- E.    Aluminum
- AA      Aluminum Association  
      AAMA     American Architectural Manufacturers Association
- F.    Steel and Concrete
- ACI      American Concrete Institute  
      AISC     American Institute of Steel Construction, Inc.  
      AISI     American Iron and Steel Institute  
      CRSI     Concrete Reinforcing Steel Institute  
      NRMA     National Ready-Mix Association  
      PCA      Portland Cement Association  
      PCI      Prestressed Concrete Institute
- G.    Welding
- ASME     American Society of Mechanical Engineers  
      AWS      American Welding Society

## H. Government and Technical Organizations

AIA	American Institute of Architects
APHA	American Public Health Association
APWA	American Public Works Association
ASA	American Standards Association
ASAE	American Society of Agricultural Engineers
ASCE	American Society of Civil Engineers
ASQC	American Society of Quality Control
ASSE	American Society of Sanitary Engineers
CFR	Code of Federal Regulations
CSI	Construction Specifications Institute
EDA	Economic Development Administration
EPA	Environmental Protection Agency
FCC	Federal Communications Commission
FmHA	Farmers Home Administration
FS	Federal Specifications
IAI	International Association of Identification
ISEA	Industrial Safety Equipment Association
ISO	International Organization for Standardization
ITE	Institute of Traffic Engineers
NBFU	National Board of Fire Underwriters
(NFPA)	National Fluid Power Association
NBS	National Bureau of Standards
NISO	National Information Standards Organization
OSHA	Occupational Safety and Health Administration
SI	Salt Institute
SPI	The Society of the Plastics Industry, Inc.
USDC	United States Department of Commerce
WEF	Water Environment Federation

## I. General Building Construction

AHA	American Hardboard Association
AHAM	Association of Home Appliance Manufacturers
AITC	American Institute of Timber Construction
APA	American Parquet Association, Inc.
APA	American Plywood Association
BHMA	Builders Hardware Manufacturers Association
BIFMA	Business and Institutional Furniture Manufacturers Association
DHI	Door and Hardware Institute
FM	Factory Mutual Fire Insurance Company
HPMA	Hardwood Plywood Manufacturers Association
HTI	Hand Tools Institute
IME	Institute of Makers of Explosives
ISANTA	International Staple, Nail and Tool Association
ISDSI	Insulated Steel Door Systems Institute
IWS	Insect Screening Weavers Association
MBMA	Metal Building Manufacturers Association
NAAMM	National Association of Architectural Metal Manufacturers

## Codes and Standards

NAGDM	National Association of Garage Door Manufacturers
NCCLS	National Committee for Clinical Laboratory Standards
NFPA	National Fire Protection Association
NFSA	National Fertilizer Solutions Association
NKCA	National Kitchen Cabinet Association
NWMA	National Woodwork Manufacturers Association
NWWDA	National Wood Window and Door Association
RMA	Rubber Manufacturers Association
SBC	SBCC Standard Building Code
SDI	Steel Door Institute
SIA	Scaffold Industry Association
SMA	Screen Manufacturers Association
SPRI	Single-Ply Roofing Institute
TCA	Tile Council of America
UBC	Uniform Building Code
J. Plumbing	
AGA	American Gas Association
NSF	National Sanitation Foundation
PDI	Plumbing Drainage Institute
SPC	SBCC Standard Plumbing Code
K. Refrigeration, Heating, and Air Conditioning	
AMCA	Air Movement and Control Association
ARI	American Refrigeration Institute
ASHRAE	American Society of Heating, Refrigeration, and Air Conditioning Engineers
ASME	American Society of Mechanical Engineers
CGA	Compressed Gas Association
CTI	Cooling Tower Institute
HEI	Heat Exchange Institute
IIAR	International Institute of Ammonia Refrigeration
NB	National Board of Boilers and Pressure Vessel Inspectors
PFMA	Power Fan Manufacturers Association
SAE	Society of Automotive Engineers
SMACNA	Sheet Metal and Air Conditioning Contractors National Association
SMC	SBCC Standard Mechanical Code
TEMA	Tubular Exchangers Manufacturers Association
L. Equipment	
AFBMA	Anti-Friction Bearing Manufacturers Association, Inc.
AGMA	American Gear Manufacturers Association
ALI	Automotive Lift Institute
CEMA	Conveyor Equipment Manufacturers Association
CMAA	Crane Manufacturers Association of America
DEMA	Diesel Engine Manufacturers Association
MMA	Monorail Manufacturers Association
OPEI	Outdoor Power Equipment Institute, Inc.

PTI	Power Tool Institute, Inc.
RIA	Robotic Industries Association
SAMA	Scientific Apparatus Makers Association

END OF SECTION

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## Part 1 General

### 1.01 Scope

- A. This Section includes testing which the Owner may require, beyond that testing required of the manufacturer, to determine if materials provided for the Project meet the requirements of these Specifications.
- B. This work also includes all testing required by the Owner to verify work performed by the Contractor is in accordance with the requirements of these Specifications.
- C. This work does not include testing required in various sections of these Specifications to be performed by the manufacturer.
- D. The testing laboratory or laboratories will be selected by the Owner. The testing laboratory or laboratories will work for the Owner.

### 1.02 Payment for Testing Services

- A. The cost of testing services required by the Contract to be provided by the Contractor shall be paid for by the Owner through the CASH ALLOWANCE.
- B. The cost of additional testing services not specifically required in the Specifications, but requested by the Owner or Engineer, shall be paid for by the Owner through the CASH ALLOWANCE.
- C. The cost of material testing described in various sections of these Specifications or as required in referenced standards to be provided by a material manufacturer, shall be included in the price bid for that item and shall not be paid for by the Owner.
- D. The cost of retesting any item that fails to meet the requirements of these Specifications shall be paid for by the Contractor. Retesting shall be performed by the testing laboratory working for the Owner.

### 1.03 Laboratory Duties

- A. Cooperate with the Owner, Engineer and Contractor.
- B. Provide qualified personnel promptly on notice.
- C. Perform specified inspections, sampling and testing of materials.
  - 1. Comply with specified standards, ASTM, other recognized authorities, and as specified.
  - 2. Ascertain compliance with requirements of the Contract Documents.
- D. Promptly notify the Engineer and Contractor of irregularities or deficiencies of work

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**Testing Laboratory Services**

which are observed during performance of services.

- E. Promptly submit three copies (two copies to the Engineer and one copy to the Contractor) of report of inspections and tests in addition to those additional copies required by the Contractor with the following information included:
  - 1. Date issued
  - 2. Project title and number
  - 3. Testing laboratory name and address
  - 4. Name and signature of inspector
  - 5. Date of inspection or sampling
  - 6. Record of temperature and weather
  - 7. Date of test
  - 8. Identification of product and Specification section
  - 9. Location of Project
  - 10. Type of inspection or test
  - 11. Results of test
  - 12. Observations regarding compliance with the Contract Documents
- F. Perform additional services as required.
- G. The laboratory is not authorized to release, revoke, alter or enlarge on requirements of the Contract Documents, or approve or accept any portion of the work.

#### 1.04 Contractor Responsibilities

- A. Cooperate with laboratory personnel, provide access to work and/or comply with manufacturer's requirements.
- B. Provide to the laboratory, representative samples, in required quantities, of materials to be tested.
- C. Furnish copies of mill test reports.
- D. Furnish required labor and facilities to:
  - 1. Provide access to work to be tested;

2. Obtain and handle samples at the site;
  3. Facilitate inspections and tests;
  4. Build or furnish a holding box for concrete cylinders or other samples as required by the laboratory.
- E. Notify the laboratory sufficiently in advance of operation to allow for the assignment of personnel and schedules of tests.
- F. Laboratory Tests: Where such inspection and testing are to be conducted by an independent laboratory agency, the sample(s) shall be selected by such laboratory or agency, or the Engineer, and shipped to the laboratory by the Contractor at Contractor's expense.
- G. Copies of all correspondence between the Contractor and testing agencies shall be provided to the Engineer.

## 1.05 Quality Assurance

Testing shall be in accordance with all pertinent codes and regulations and with procedures and requirements of the American Society for Testing and Materials (ASTM).

## 1.06 Product Handling

Promptly process and distribute all required copies of test reports and related instructions to insure all necessary retesting or replacement of materials with the least possible delay in the progress of the work.

## 1.07 Furnishing Materials

The Contractor shall be responsible for furnishing all materials necessary for testing.

## 1.08 Code Compliance Testing

Inspections and tests required by codes or ordinances or by a plan approval authority, and made by a legally constituted authority, shall be the responsibility of, and shall be paid for by the Contractor, unless otherwise provided in the Contract Documents.

## 1.09 Contractor's Convenience Testing

Inspection or testing performed exclusively for the Contractor's convenience shall be the sole responsibility of the Contractor.

## 1.10 Schedules for Testing

- A. Establishing Schedule

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Testing Laboratory Services

1. The Contractor shall, by advance discussion with the testing laboratory selected by the Owner, determine the time required for the laboratory to perform its tests and to issue each of its findings, and make all arrangements for the testing laboratory to be on site to provide the required testing.
  2. Provide all required time within the construction schedule.
- B. When changes of construction schedule are necessary during construction, coordinate all such changes of schedule with the testing laboratory as required.
- C. When the testing laboratory is ready to test according to the determined schedule, but is prevented from testing or taking specimens due to incompleteness of the work, all extra costs for testing attributable to the delay will be back-charged to the Contractor and shall not be borne by the Owner.

### 1.11 Taking Specimens

Unless otherwise provided in the Contract Documents, all specimens and samples for tests will be taken by the testing laboratory or the Engineer.

### 1.12 Transporting Samples

The Contractor shall be responsible for transporting all samples, except those taken by testing laboratory personnel, to the testing laboratory.

END OF SECTION

## Part 1 General

### 1.01 Scope

- A. Temporary facilities required for this work include, but are not necessarily limited to:
  - 1. Temporary utilities such as water and electricity.
  - 2. First aid facilities.
  - 3. Sanitary facilities.
  - 4. Potable water.
  - 5. Temporary enclosures and construction facilities.

### 1.02 General

- A. First aid facilities, sanitary facilities and potable water shall be available on the Project site on the first day that any activities are conducted on site. The other facilities shall be provided as the schedule of the Project warrants.
- B. Maintenance: Use all means necessary to maintain temporary facilities in proper and safe condition throughout progress of the work. In the event of loss or damage, immediately make all repairs and replacements necessary, at no additional cost to the Owner.
- C. Removal: Remove all such temporary facilities and controls as rapidly as progress of the work will permit.

### 1.03 Temporary Utilities

- A. General
  - 1. Provide and pay all costs for all water, electricity and other utilities required for the performance of the work.
  - 2. Pay all costs for temporary utilities until Project completion.
  - 3. Costs for temporary utilities shall include all power, water and the like necessary for testing equipment as required by the Contract Documents.
- B. Temporary Water: Provide all necessary temporary piping, and upon completion of the work, remove all such temporary piping. Provide and remove water meters.
- C. Temporary Electricity

Temporary Facilities

1. Provide all necessary wiring for the Contractor's use.
2. Furnish, locate and install area distribution boxes such that the individual trades may use, their own construction type extension cords to obtain adequate power, and artificial lighting at all points where required by inspectors and for safety.

#### 1.04 First Aid Facilities

The Contractor shall provide a suitable first aid station, equipped with all facilities and medical supplies necessary to administer emergency first aid treatment. The Contractor shall have standing arrangements for the removal and hospital treatment of any injured person. All first aid facilities and emergency ambulance service shall be made available by the Contractor to the Owner and the Engineer's personnel.

#### 1.05 Sanitary Facilities

Prior to starting the work, the Contractor shall furnish, for use of Contractor's personnel on the job, all necessary toilet facilities which shall be secluded from public observation. These facilities shall be either chemical toilets or shall be connected to the Owner's sanitary sewer system. All facilities, regardless of type, shall be kept in a clean and sanitary condition and shall comply with the requirements and regulations of the area in which the work is performed. Adequacy of these facilities will be subject to the Engineer's review and maintenance of same must be satisfactory to the Engineer at all times.

#### 1.06 Potable Water

The Contractor shall be responsible for furnishing a supply of potable drinking water for employees, subcontractors, inspectors, engineers and the Owner who are associated with the work.

#### 1.07 Enclosures and Construction Facilities

Furnish, install and maintain for the duration of construction, all required scaffolds, tarpaulins, canopies, steps, bridges, platforms and other temporary construction necessary for proper completion of the work in compliance with all pertinent safety and other regulations.

#### 1.08 Parking Facilities

Parking facilities for the Contractor's and Contractor's subcontractors' personnel shall be the Contractor's responsibility. The storage and work facilities provided by the Owner will not be used for parking by the Contractor's or subcontractor's personnel.

END OF SECTION

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Part 1 General

1.01 Barricades, Lights and Signals

- A. The Contractor shall furnish and erect such barricades, fences, lights and danger signals and shall provide such other precautionary measures for the protection of persons or property and of the work as necessary. Barricades shall be painted in a color that will be visible at night. From sunset to sunrise, the Contractor shall furnish and maintain at least one light at each barricade and sufficient numbers of barricades shall be erected to keep vehicles from being driven on or into any work under construction.
  
- B. The Contractor will be held responsible for all damage to the work due to failure of barricades, signs and lights and whenever evidence is found of such damage, the Contractor shall immediately remove the damaged portion and replace it at Contractor's cost and expense. The Contractor's responsibility for the maintenance of barricades, signs and lights shall not cease until the Project has been accepted by the Owner.

END OF SECTION

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## Part 1 General

### 1.01 Scope

- A. The Contractor shall provide transportation of all equipment, materials and products furnished under these Contract Documents to the work site. In addition, the Contractor shall provide preparation for shipment, loading, unloading, handling and preparation for installation and all other work and incidental items necessary or convenient to the Contractor for the satisfactory prosecution and completion of the work.
- B. All equipment, materials and products damaged during transportation or handling shall be repaired or replaced by the Contractor at no additional cost to the Owner prior to being incorporated into the work.

### 1.02 Transportation

- A. All equipment shall be suitably boxed, crated or otherwise protected during transportation.
- B. Where equipment will be installed using existing cranes or hoisting equipment, the Contractor shall ensure that the weights of the assembled sections do not exceed the capacity of the cranes or hoisting equipment.
- C. Small items and appurtenances such as gauges, valves, switches, instruments and probes which could be damaged during shipment shall be removed from the equipment prior to shipment, packaged and shipped separately. All openings shall be plugged or sealed to prevent the entrance of water or dirt.

### 1.03 Handling

- A. All equipment, materials and products shall be carefully handled to prevent damage or excessive deflections during unloading or transportation.
- B. Lifting and handling drawings and instructions furnished by the manufacturer or supplier shall be strictly followed. Eyebolts or lifting lugs furnished on the equipment shall be used in handling the equipment. Shafts and operating mechanisms shall not be used as lifting points. Spreader bars or lifting beams shall be used when the distance between lifting points exceeds that permitted by standard industry practice.
- C. Under no circumstances shall equipment or products such as pipe, structural steel, castings, reinforcement, lumber, piles, poles, etc., be thrown or rolled off of trucks onto the ground.
- D. Slings and chains shall be padded as required to prevent damage to protective coatings and finishes.

END OF SECTION

## Part 1 General

### 1.01 Scope

The work under this Section includes, but is not necessarily limited to, the furnishing of all labor, tools and materials necessary to properly store and protect all materials, equipment, products and the like, as necessary for the proper and complete performance of the work.

### 1.02 Storage and Protection

#### A. Storage

1. Maintain ample way for foot traffic at all times, except as otherwise approved by the Engineer.
2. All property damaged by reason of storing of material shall be properly replaced at no additional cost to the Owner.
3. Packaged materials shall be delivered in original unopened containers and so stored until ready for use.
4. All materials shall meet the requirements of these Specifications at the time that they are used in the work.
5. Store products in accordance with manufacturer's instructions.

#### B. Protection

1. Use all means necessary to protect the materials, equipment and products of every section before, during and after installation and to protect the installed work and materials of all other trades.
2. All materials shall be delivered, stored and handled to prevent the inclusion of foreign materials and damage by water, breakage, vandalism or other causes.
3. Substantially constructed weathertight storage sheds, with raised floors, shall be provided and maintained as may be required to adequately protect those materials and products stored on the site which may require protection from damage by the elements.

C. Replacements: In the event of damage, immediately make all repairs and replacements necessary for the approval of the Engineer and at no additional cost to the Owner.

D. Equipment and products stored outdoors shall be supported above the ground on suitable wooden blocks or braces arranged to prevent excessive deflection or bending

Storage and Protection

- between supports. Items such as pipe, structural steel and sheet construction products shall be stored with one end elevated to facilitate drainage.
- E. Unless otherwise permitted in writing by the Engineer, building products and materials such as cement, grout, plaster, gypsumboard, particleboard, resilient flooring, acoustical tile, paneling, finish lumber, insulation, wiring, etc., shall be stored indoors in a dry location. Building products such as rough lumber, plywood, concrete block and structural tile may be stored outdoors under a properly secured waterproof covering.
  - F. Tarps and other coverings shall be supported above the stored equipment or materials on wooden strips to provide ventilation under the cover and minimize condensation. Tarps and covers shall be arranged to prevent ponding of water.

### 1.03 Extended Storage

In the event that certain items of major equipment such as air compressors, pumps and mechanical aerators have to be stored for an extended period of time, the Contractor shall provide satisfactory long-term storage facilities which are acceptable to the Engineer. The Contractor shall provide all special packaging, protective coverings, protective coatings, power, nitrogen purge, desiccants, lubricants and exercising necessary or recommended by the manufacturer to properly maintain and protect the equipment during the period of extended storage.

END OF SECTION

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## Part 1 General

### 1.01 Scope

This Section covers the general cleaning which the Contractor shall be required to perform both during construction and before final acceptance of the Project unless otherwise shown on the Drawings or specified elsewhere in these Specifications.

### 1.02 Quality Assurance

- A. Daily, and more often if necessary, conduct inspections verifying that requirements of cleanliness are being met.
- B. In addition to the standards described in this Section, comply with all pertinent requirements of governmental agencies having jurisdiction.

### 1.03 Cleaning Materials and Equipment

- A. Provide all required personnel, equipment and materials needed to maintain the specified standard of cleanliness.
- B. Use only the cleaning materials, methods and equipment which are compatible with the surface being cleaned, as recommended by the manufacturer of the material or as approved by the Engineer.

### 1.04 Progress Cleaning

- A. General
  - 1. Do not allow the accumulation of scrap, debris, waste material and other items not required for construction of this work.
  - 2. At least each week, and more often if necessary, completely remove all scrap, debris and waste material from the job site.
  - 3. Provide adequate storage for all items awaiting removal from the job site, observing all requirements for fire protection and protection of the environment.
- B. Site
  - 1. Daily, and more often if necessary, inspect the site and pick up all scrap, debris and waste material. Remove all such items to the place designated for their storage.
  - 2. Restack materials stored on site weekly.
  - 3. At all times maintain the site in a neat and orderly condition which meets the approval of the Engineer.

### C. Structures

1. Weekly, and more often if necessary, inspect the structures and pick up all scrap, debris and waste material. Remove all such items to the place designated for their storage.
2. Weekly, and more often if necessary, sweep all interior spaces clean. "Clean", for the purpose of this subparagraph, shall be interpreted as meaning free from dust and other material capable of being removed by using a hand-held broom.
3. As required preparatory to installation of successive materials, clean the structures or pertinent portions as recommended by the manufacturer of the successive material.
4. Following the installation of finish floor materials, clean the finish floor daily. "Clean", for the purpose of this Paragraph, shall be interpreted as meaning free from all foreign material which, in the opinion of the Engineer, may be injurious to the finish floor material.
5. Schedule cleaning operation so that dust and other contaminants resulting from cleaning operations will not fall on wet, recently painted surfaces.

## 1.05 Final Cleaning

- A. Definitions: Unless otherwise specifically specified, "clean" for the purpose of this Article shall be interpreted as the level of cleanliness generally provided by commercial building maintenance subcontractors using commercial quality building maintenance equipment and materials.
- B. General: Prior to completion of the work, remove from the job site all tools, surplus materials, equipment, scrap, debris and waste. Conduct final progress cleaning as described in 1.04 above.
- C. Site: Unless otherwise specifically directed by the Engineer, hose down all paved areas on the site and all public sidewalks directly adjacent to the site; rake clean other surfaces of the grounds. Completely remove all resultant debris.
- D. Structures
  1. Remove all traces of soil, waste material, splashed material, and other foreign matter to provide a uniform degree of exterior cleanliness. Visually inspect all exterior surfaces and remove all traces of soil, waste material, and other foreign matter. Remove all traces of splashed materials from adjacent surfaces. If necessary to achieve a uniform degree of exterior cleanliness, hose down the exterior of the structure. In the event of stubborn stains not removable with water, the Engineer may require light sandblasting or other cleaning at no additional cost to the Owner.

2. Visually inspect all interior surfaces and remove all traces of soil, waste material, smudges and other foreign matter. Remove all paint droppings, spots, stains and dirt from finished surfaces.
  3. Clean all glass inside and outside.
  4. Polish all surfaces requiring the routine application of buffed polish. Provide and apply polish as recommended by the manufacturer of the material being polished.
- E. Post-Construction Cleanup: All evidence of temporary construction facilities, haul roads, work areas, structures, foundations of temporary structures, stockpiles of excess or waste materials, or any other evidence of construction, shall be removed as directed by the Engineer.
- F. Restoration of Landscape Damage: Any landscape feature damaged by the Contractor shall be restored as nearly as possible to its original condition at the Contractor's expense. Restoration shall be performed to the satisfaction of the Engineer.
- G. Timing: Schedule final cleaning as approved by the Engineer to enable the Owner to accept the Project.

## 1.06 Cleaning During Owner's Occupancy

Should the Owner occupy the work or any portion thereof prior to its completion by the Contractor and acceptance by the Owner, responsibilities for interim and final cleaning of the occupied spaces shall be as determined by the Engineer in accordance with the Supplementary Conditions of the Contract Documents.

## 1.07 Disposal of Waste

- A. The definitions contained in Georgia Environmental Protection Division Rules 391-3-4-.01 shall be applicable to this Project. The term waste shall include excess and surplus materials, and shall include liquid and solid wastes.
- B. Except for items or materials to be salvaged, recycled, or otherwise reused, remove waste materials from Project site and legally dispose of them in a landfill or incinerator acceptable to authorities having jurisdiction.
- C. Except as otherwise specified, do not allow waste materials that are to be disposed of accumulate on-site.
- D. Remove and transport waste in a manner that will prevent spillage on adjacent surfaces and areas.
- E. Burning: Do not burn waste materials on site.
- F. Waste removed from the Project site shall be disposed of in sites permitted by the

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Cleaning and Waste Management

Georgia Environmental Protection Division for the acceptance of type of waste being disposed. The acceptable types of permitted disposal facilities are as follows:

1. Inert Waste Landfills
2. Municipal Solid Waste Landfills
3. Municipal Solid Waste Landfills permitted to receive only construction and demolition wastes.

G. Exceptions to Paragraph F are as follows:

1. Hazardous waste shall be disposed of in accordance with [Georgia Environmental Protection Division Rules 391-3-11].
2. Asbestos-containing waste shall also be handled and disposed of in accordance with Georgia Environmental Protection Division Rules 391-3-14.

H. No waste shall be placed at a transfer station facility.

I. The Contractor shall maintain records related to all waste removed from the Project site so as to allow the Owner or the Engineer to readily determine the following:

1. Date waste removed from Project site.
2. Name of hauler (company and driver) transporting such waste.
3. General description of waste transported.
4. "Truck tickets" indicating the waste disposal site and amount of waste disposed therein.

END OF SECTION

## Part 1 General

### 1.01 Project Maintenance and Warranty

- A. Maintain and keep in good repair the work covered by these Drawings and Specifications until acceptance by the Owner.
- B. The Contractor shall warrant for a period of one year from the date of Owner's written final acceptance of the Project, as defined in the Contract Documents, that the completed work is free from all defects due to faulty products or workmanship and the Contractor shall promptly make such corrections as may be necessary by reason of such defects. The Owner will give notice of observed defects with reasonable promptness. In the event that the Contractor should fail to make such repairs, adjustments or other work that may be made necessary by such defects, the Owner may do so and charge the Contractor the cost thereby incurred. The Performance Bond shall remain in full force and effect throughout the warranty period.
- C. The Contractor shall not be obligated to make replacements which become necessary because of ordinary wear and tear, or as a result of improper operation or maintenance, or as a result of improper work or damage by another Contractor or the Owner, or to perform any work which is normally performed by a maintenance crew during operation.
- D. In the event of multiple failures of major consequences prior to the expiration of the one year warranty described above, the affected unit shall be disassembled, inspected and modified or replaced as necessary to prevent further occurrences. All related components which may have been damaged or rendered non-serviceable as a consequence of the failure shall be replaced. A new 12 month warranty against defective or deficient design, workmanship, and materials shall commence on the day that the item is reassembled and placed back into operation. As used herein, multiple failure shall be interpreted to mean two or more successive failures of the same kind in the same item or failures of the same kind in two or more items. Major failures may include, but are not limited to, cracked or broken housings, piping, or vessels, excessive deflections, bent or broken shafts, broken or chipped gear teeth, premature bearing failure, excessive wear or excessive leakage around seals. Failures which are directly and clearly traceable to operator abuse, such as operations in conflict with published operating procedures or improper maintenance, such as substitution of unauthorized replacement parts, use of incorrect lubricants or chemicals, flagrant over- or under-lubrication and using maintenance procedures not conforming with published maintenance instructions, shall be exempted from the scope of the one year warranty. Should multiple failures occur in a given item, all products of the same size and type shall be disassembled, inspected, modified or replaced as necessary and rewarranted for one year.
- F. The Contractor shall, at Contractor's own expense, furnish all labor, materials, tools and equipment required and shall make such repairs and removals and shall perform such work or reconstruction as may be made necessary by any structural or functional defect or failure resulting from neglect, faulty workmanship or faulty materials, in any part of the work performed by the Contractor. Such repair shall also include refilling of

Warranties and Bonds

- trenches, excavations or embankments which show settlement or erosion after backfilling or placement.
- G. Except as noted on the Drawings or as specified, all structures such as embankments and fences shall be returned to their original condition prior to the completion of the Contract. Any and all damage to any facility not designated for removal, resulting from the Contractor's operations, shall be promptly repaired by the Contractor at no cost to the Owner.
  - H. The Contractor shall be responsible for all road and entrance reconstruction and repairs and maintenance of same for a period of one year from the date of final acceptance. In the event the repairs and maintenance are not made immediately and it becomes necessary for the owner of the road to make such repairs, the Contractor shall reimburse the owner of the road for the cost of such repairs.
  - I. In the event the Contractor fails to proceed to remedy the defects upon notification within 15 days of the date of such notice, the Owner reserves the right to cause the required materials to be procured and the work to be done, as described in the Drawings and Specifications, and to hold the Contractor and the sureties on Contractor's bond liable for the cost and expense thereof.
  - J. Notice to Contractor for repairs and reconstruction will be made in the form of a registered letter addressed to the Contractor at Contractor's home office.
  - K. Neither the foregoing Paragraphs nor any provision in the Contract Documents, nor any special guarantee time limit implies any limitation of the Contractor's liability within the law of the place of construction.

END OF SECTION

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## Part 1 General

### 1.01 Scope

- A. The work under this Section includes, but is not necessarily limited to, the compiling, maintaining, recording and submitting of Project record documents as herein specified.
- B. Record documents include, but are not limited to:
  - 1. Drawings;
  - 2. Specifications;
  - 3. Change orders and other modifications to the Contract;
  - 4. Engineer field orders or written instructions, including Requests for Information (RFI) and Clarification Memorandums;
  - 5. Reviewed shop drawings, product data and samples;
  - 6. Test records.

### 1.02 Maintenance of Documents and Samples

- A. Storage
  - 1. Store documents and samples in the Contractor's field office, apart from documents used for construction.
  - 2. Provide files and racks for storage of documents.
  - 3. Provide locked cabinet or secure storage space for storage of samples.
- B. File documents and samples in accordance with format of these Specifications.
- C. Maintenance
  - 1. Maintain documents in a clean, dry, legible condition and in good order.
  - 2. Do not use record documents for construction purposes.
  - 3. Maintain at the site for the Owner one copy of all record documents.
- D. Make documents and samples available at all times for inspection by Engineer.
- E. Failure to maintain the Record Documents in a satisfactory manner may be cause for withholding of a certificate for payment.

Record Documents

### 1.03 Quality Assurance

- A. Unless noted otherwise, Record Drawings shall provide dimensions, distances and coordinates to the nearest 0.1 foot.
- B. Unless noted otherwise, Record Drawings shall provide elevations to the nearest 0.01 foot for all pertinent items constructed by the Contractor.

### 1.04 Recording

- A. Label each document "Project Record" in neat, large printed letters.
- B. Recording
  - 1. Record information concurrently with construction progress.
  - 2. Do not conceal any work until required information is recorded.

### 1.06 Specifications

- A. Legibly mark each section to record:
  - 1. Manufacturer, trade name, catalog number, and supplier of each product and item of equipment actually installed.
  - 2. Changes made by Requests for Information (RFI), field order, clarification memorandums, or by change order.

### 1.07 Submittal

- A. At contract closeout, deliver Record Documents to the Engineer for the Owner.
- B. Accompany submittal with transmittal letter, in duplicate, containing:
  - 1. Date
  - 2. Project title and number
  - 3. Contractor's name and address
  - 4. Title and number of each record document
  - 5. Signature of Contractor or Contractor's authorized representative

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END OF SECTION

## Part 1 General

### 1.01 Scope

- A. This section includes, but is not necessarily limited to, standards for cleaning of the surfaces, sediment and blast residue removal, and the painting of structures and equipment described in the Specifications. Furnish all materials, equipment and labor necessary to complete the work. The terms "paint" and "coating material" shall be considered synonymous.
- B. Interior surfaces are defined as all inside areas of the tank, both below and above the high water line, including the underside of the roof and the inside of the pedestal, ladders, pipe, spider rods, stiffeners, rafters, fittings, and appurtenances.
- C. Exterior surfaces are defined as all outside areas of the tank, including the struts, rods, balcony, ladders, pipe, fittings, and appurtenances.

### 1.02 Substitutions

All coatings shall be the products of a single manufacturer. No substitutions are allowed.

### 1.03 Submittals

- A. The Contractor shall submit to the Engineer, for review, the following information concerning the materials the Contractor proposes to use in work covered by this section:
  - 1. A list of all components (paints or other materials) to be used in each painting system required herein.
  - 2. A complete descriptive specification, including manufacturer's data sheet, of each component.
  - 3. Prior to completing the purchase and delivery of the coating material selected by the Contractor, the Contractor shall obtain a letter from the material supplier stating that the selected material is suitable and compatible for application and use as directed under these Specifications, and that if properly applied will provide metal protection and a pleasing appearance for five years or longer.
  - 4. A color chart for each product to be applied.

### 1.04 Project Meeting

Prior to ordering any of the materials covered under this section, the Contractor, Engineer, and paint manufacturer's representative shall attend a progress meeting, and review the work to be performed under this section.

### 1.05 Quality Assurance

- A. Only those systems and components which are judged acceptable by the Engineer shall be utilized in the work covered by this item. No materials shall be delivered to the job site until the Engineer has evaluated their acceptability.
- B. The following information shall be included on the label of all containers of materials supplied under this section:
  - 1. Manufacturer's name.
  - 2. Type of paint or other generic identification.
  - 3. Manufacturer's stock number.
  - 4. Color (if any).
  - 5. Instructions for mixing, thinning, or reducing (as applicable).
  - 6. Manufacturer's application recommendations.
  - 7. Safety and storage information.
- C. All coating material used on this Project shall be purchased specifically for this Project and furnished in new, unopened containers.

### 1.06 Manufacturer's Representative During Painting Operations

An authorized representative of the coating manufacturer shall be present at the start-up of painting operations. Such representative shall instruct the Contractor's workers on the manufacturer's application recommendations. Manufacturer's representative shall visit the site periodically to observe their coating being applied. They shall advise contractor of any detrimental observations and contractor shall correct and comply w/ the manufacturer's recommendations. A final letter from the Manufacturer's representative shall be sent to the owner informing them of their observations.

### 1.07 Testing Equipment

- A. The Contractor shall furnish and make available to the Engineer the following items of testing equipment for use in determining if the requirements of this section are being satisfied. The specified items of equipment shall be available for the Engineer's use at all times when field painting or surface preparation is in progress:
  - 1. Wet film gauge.
  - 2. Surface thermometer.

3. "Surface Profile Comparator" as published by SSPC (with magnifier and three discs).
4. "Visual Standard for Abrasive Blast Cleaned Steel", as published by SSPC (SSPC-VIS 1-89).
5. "Visual Standard for Power- and Hand-Tool Cleaned Steel", as published by SSPC (SSPC-VIS 3).
6. Holiday (pin hole) detector (low voltage).
7. Sling-psychrometer or other on-site device used to calculate relative humidity and ambient air temperature.
8. Magnetic dry film gauge, meeting the requirements of SSPC-PA2, Type I or Type II, including calibration.
9. "Guide and Reference Photographs for Steel Surfaces Prepared by Waterjetting" as published by SSPC (SSPC-VIS 4).

## 1.08 Product Handling

### A. Delivery

1. Deliver materials in original, sealed containers of the manufacturer with labels legible and intact.
2. Each container shall be clearly marked or labeled to show paint identification, date of manufacture, batch number, analysis or contents, and special instructions.

### B. Storage

1. Store only acceptable Project materials on the Project site.
2. Store material in a suitable location and in such a manner as to comply with all safety requirements including any applicable federal, state and local rules and requirements. Storage shall also be in accordance with the instructions of the paint manufacturer and the requirements of the insurance underwriters.
3. Restrict storage area to paint materials and related equipment.
4. Place any material, which may constitute a fire hazard, in closed metal containers and remove daily from the Project site.

- C. Material Safety Data Sheets (MSDS): A copy of every component's MSDS shall be available at all times on the Project site.

## 1.09 Material Schedules

Material Schedules at the end of this section list prime coats, intermediate coats, finish coats and cover coats that comprise a complete and compatible system of surface protection for the particular substrate. Maintain the unity of these systems, making sure all coats applied to any surface are from the same system and same manufacturer. Verify with the manufacturer the compatibility of the materials used.

## Part 2 Products

### 2.01 Abrasive Material

- A. The abrasive used in the abrasive cleaning shall be a material acceptable to the regulatory agencies of the state of Georgia for use in the described work. The material shall be of a shape and size to produce a uniform surface of acceptable profile to properly bond the prime coat.
- B. The abrasive may be a combination of materials, including additives such as dust inhibitors and Blastox®.
- C. If Blastox® is used, it shall be blended with the blasting abrasive by a blending facility authorized by the TDJ Group, Inc.

### 2.02 Coating Materials

- A. Acceptable Manufacturers: The only acceptable manufacturers and products shall be those listed in the Material Schedules at the end of this section.
- B. All applicable data currently published by the paint manufacturer relating to surface preparation, coverages, film thickness, application technique, drying and overcoating times is included by reference as a part of this section. It is the responsibility of the Contractor to obtain and fully understand the appropriate data sheets for the coatings specified.
- C. Products
  - 1. Paints shall be factory mixed and delivered to the site in unbroken original packages bearing the manufacturer's name and brand designation and shall be applied in strict accordance with the manufacturer's printed specifications. Two-component coatings shall be mixed in accordance with manufacturer's instructions. All two-component coatings, once mixed, shall be applied within the pot-life recommended by the manufacturer.
  - 2. Unless otherwise specified, paints shall be of the best grade. All thinners, driers, varnish, etc., shall be of the best grade and shall be furnished by the coating manufacturer for use with the specified paints.
  - 3. If pit filling is directed, only pit filling products recommended by the coating system manufacturer shall be utilized.

- D. Colors: The Owner will select the colors to be used on the various portions of the work. Provide manufacturer standard color selection cards for the coatings proposed. Where more than one coat of paint is required, job tint off-shade the paint for each undercoat to show complete coverage.

### 2.03 Mixing and Tinting

- A. When possible, all paints and other materials shall be mixed and tinted by the paint manufacturer prior to delivery to the job site.
- B. When job site mixing and/or tinting is required, the manufacturer's recommendations shall be strictly adhered to. The Contractor shall be solely responsible for the proper conduct of all on-site mixing and/or tinting.

### 2.04 Caulk and Weatherproofing

- A. Exterior weatherproofing sealant shall be Dow Corning® Contractors Weatherproofing Sealant or approved equal.
- B. Interior caulking shall be Sika-Flex 1A.

## Part 3 Execution

### 3.01 General

- A. Protect other surfaces from paint and damage. Furnish sufficient shields and protective equipment to prevent spray or droppings from fouling surfaces not being painted. Provide drapes as necessary to accomplish such. Repair damage as a result of inadequate or unsuitable protection.
- B. The Contractor's on-site representative shall keep a record of work performed each day and shall submit it to the Engineer weekly. The forms for this record will be furnished by the Engineer.
- C. No coat of paint shall be applied until the surface has been inspected and accepted by the Engineer. The Contractor shall give at least 24 hours notice to the Engineer when cleaning is to be performed to prevent inspection delays. The Contractor shall provide the necessary access for inspection by the Engineer.
- D. Caulking: After completion of the cleaning, seal all backing strips, rafters, lap joints above the high water level. Apply backer rod where necessary. The caulking material must be approved for use in potable water and compatible with the interior coating material. Application of the caulking material shall be in strict accordance with the manufacturer's recommendations.
- E. Cathodic Protection

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Painting (Steel Tanks)

1. Both tanks contain an operating cathodic protection system. Components of the system will be removed in order to perform the surface preparation and recoating of the tank.
2. The cathodic protection shall be removed and reinstalled by a qualified cathodic protection firm with not less than 5 years' experience in design, installation and testing of cathodic protection systems for water storage tanks.
3. After completion of the interior coating process the cathodic protection firm shall reinstall the system, start and test after the tank is refilled. Provide a cathodic protection test report to the construction manager for approval. Any internal components of the cathodic protection system that require replacement will be replaced at no additional cost.

F. Surface Preparation and Application Overview

1. Tank Exterior (Blast and Recoat)
  - a. Abrasive blast clean surface (to SSPC-SP10 finish and surface profile as specified)
  - b. Apply prime coat
  - c. Apply full intermediate coat
  - d. Apply final coat
2. Tank Exterior (Overcoat)
  - a. Spot blast corroded areas (to SSPC-SP10 finish)
  - b. Spot prime newly blasted areas
  - c. Pressure-wash clean tank
  - d. Apply full intermediate coat
  - e. Apply final coat
3. Tank Interior (Blast and Recoat)
  - a. Abrasive blast clean surface (to SSPC-SP10 finish and surface profile as specified)
  - b. As directed, spot fill all pits deeper than 1/16 inch or less than 1/2 the steel thickness. Larger and/or deeper areas to be replaced with like tank material.
  - c. Apply prime coat

- d. Apply stripe coat
  - e. Apply intermediate coat
  - f. Apply final coat
4. Tank Interior (Clean and Inspect)
- a. Pressure wash surfaces and remove debris from the tank. Loose material to be removed to the satisfaction of the Engineer.

### 3.02 Environmental Conditions

- A. Environmental conditions which affect coating application include, but are not necessarily limited to, ambient air temperature, surface temperature, humidity, dew point and environmental cleanliness. Comply with the manufacturer's recommendations regarding environmental conditions under which coatings may be applied.
- B. Surface preparation and cleaning of the exterior surfaces must be performed during periods of still air or only a slight breeze so that fallout of the dust produced does not drift onto adjacent property. The Owner reserves the right to temporarily stop the Contractor from exterior blasting (or painting) when by observation it is apparent that the wind direction or velocity prevents compliance with this requirement. Any clean-up of fall-out on adjacent property shall be the responsibility of the Contractor.
- C. All blast residue from the tank shall be properly disposed of off-site by the Contractor, per spec 017400.
- D. No paint shall be applied upon damp or frosty surfaces, or in wet or foggy weather. No paint shall be applied in temperatures below 40 degrees F, when freezing (32 degrees F) is predicted within 24 hours of application, or under temperature or humidity conditions not recommended by the manufacturer. However, in no case shall coatings be applied when the surface temperature is within 5 degrees F of dew point, and in no cases shall coating be applied over a damp surface.

### 3.03 Safety

- A. General
  - 1. The Contractor is responsible for the safety of all workers and subcontractors and suppliers performing work on this Project.
  - 2. The Contractor shall protect the Owner, their agents, and the General Public from harm attributable to the Contractor's performance, or non-performance, of the work on this Project. The protection shall include, but not be limited to, providing the necessary safety equipment and instructions for its use by the Owner, and their agents.

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Painting (Steel Tanks)

3. The Contractor shall protect the existing structures and environment from damage attributable to the Contractor's performance, or non-performance, of the work on this Project.
  4. The Contractor shall comply with the applicable standards of 29 CFR Part 1910 and 29 CFR Part 1926.
  5. The listing of the following potential hazards shall in no way relieve the Contractor's responsibility for safety on this Project.
- B. The interior of these tanks may be considered a confined space hazard. The Contractor shall confirm to the Owner, in writing, prior to the start of the Project that the Contractor has training programs, trained personnel, and is otherwise in compliance with CFR 1910.146.

### 3.04 Containment, Collection and Disposal

- A. Collection and containment of surface preparation debris shall be conducted in accordance with the "Guide for Containing Debris Generated During Paint Removal Operations" (SSPC - Guide 6). Minimum containment system shall be Class 1W (for Pressure Washing) and 1A for Abrasive Blasting.
- B. The means and methods of containment and collection shall be at the discretion of the Contractor, subject to the following provisions:
1. The Contractor shall provide a tarp, barrier or some other means of containment to prevent the blast debris from coming into contact with the ground.
  2. The Contractor shall not allow any surface preparation debris to fall, blow or drift onto adjacent property.
  3. The Contractor shall perform a soil analysis prior to any work being performed on each site and after all work has been performed on each site. Such analysis shall be in accordance with Method E for Method for Assessing the Quantity of Emissions, as described in SSPC - Guide 6.

### 3.06 Surface Preparation

- A. All surfaces shall be thoroughly clean, dry, and free from oil, grease or dust. All fabricated metal products shall have all weld flux and weld splatter removed, and sharp peaks in welds ground smooth.
- B. Dry Blast Method: All paint, dirt, rust, and foreign material shall be removed by abrasive blasting using the dry blast method, to a near white finish (SSPC-SP-10). Standards for the surface preparation of ferrous metals required in the Material Schedules are the standards of SSPC-The Society for Protective Coatings. Care shall be taken to blast clean all pits, welds, and other rough surfaces so that the rough

surfaces do not cause a "shadow" effect.

C. Pressure Wash Method

1. The exterior of the tank shall be spot, abrasive blast cleaned where the coating has failed and the metal and rust is showing. The blasted areas shall extend to the outer limits of the rusted area but is not intended to remove well bonded adjacent paint. All dirt, rust and foreign material shall be removed by abrasive blasting using the dry blast method, to a near white finish (SSPC-SP-10). Care shall be taken to blast clean all pits, welds and other rough surfaces so the rough surfaces do not cause a "shadow" effect. After these areas are cleaned and primed, the remaining exterior surface shall be pressure wash cleaned.
2. Pressure Washing: Pressure washing shall be performed with a pump capable of producing 3,000 psi at the tip. Washing will be performed to remove all dirt, chalked paint, loose paint, mildew, or other foreign material leaving only clean, tight-adhering paint. The initial wash water shall have a fungicide added and may have detergents added. A rinse wash shall be used to remove all residue of the detergents.

D. All surface preparation and cleaning shall be performed in accordance with AWWA D102, the standards and guidelines of SSPC - The Society for Protective Coatings, and as specified in this section. All cleaning shall be done in accordance with OSHA regulations.

E. The work shall be done from scaffolding or platforms of the Contractor's selection, but in no event will blasting be done from an unteathered boson chair that allows the operator to be pushed away from the work surface by the reaction force of the nozzle. This requirement applies to all horizontal and diagonal rods in the tank structure as well as heavier sections and plate surfaces.

F. Inspection

1. Cleaned surfaces shall be inspected by the Engineer prior to primer application.
2. Abrasive blast cleaned surfaces shall be inspected for degree of cleanliness and surface profile utilizing the SSPC Visual Standards (VIS 1-89) and the SSPC Surface Profile Comparator. These plates shall be securely wrapped in clear plastic and sealed to protect them from deterioration and marring.

### 3.07 Application

A. General

1. After specified surface preparation, all surfaces shall be cleaned free of dust or foreign matter. Surfaces shall be completely dry before any paint is applied.
2. All painting shall be done in accordance with AWWA D102 and as specified herein. The application of paint shall be in strict accordance with the printed

instructions of the paint manufacturer.

3. Paint shall be evenly spread in the proper thickness, so that there shall be no drips, runs or saggings of the coating. A uniform coating shall be worked around all irregularities. If runs and drips do occur, they shall be removed and the surface re-coated to the satisfaction of the Engineer prior to application of the next coat. As the painter makes its "drops", all oversprays that may have settled on the surfaces, especially weld seams, shall be swept or blown off. All overspray, heavy drips, or sags shall be removed. All coating applied on top of overspray shall be removed and the area repainted.
4. Sufficient time, as directed by the manufacturer, shall be allowed for the paint to dry before the application of succeeding coats.
5. Colors shall be chosen by the Owner. Each coat shall be tinted to facilitate positive identification of areas receiving subsequent coats.

#### B. Interior

1. Field Prime Coats (for field blasted tanks)
  - a. After completion of the surface preparation and cleaning, all surfaces shall receive a complete prime coat. All areas cleaned within one day shall be primed the same day.
  - b. Immediately before priming, the metal shall be cleaned of dust and foreign materials. Air used to blow-off dust shall be dry and free of oil. Air shall be cleared after blasting operations have stopped and before priming begins. Engineer will make determination on when priming can begin.
  - c. The prime coat shall be applied by brush, roller or airless spray.
2. Spot Repair Coats (for spot repairs when blast and recoating is not performed)
  - a. After completion of the surface preparation and cleaning all bare surfaces, including welds, edges and abraded areas shall receive a repair coat. All areas cleaned within one day shall be coated the same day.
  - b. Immediately before coating, the metal shall be cleaned of dust and foreign materials. Air used to blow-off dust shall be dry and free of oil.
  - c. The coat shall be applied by brush or roller.
3. Interior Stripe Coat: After completion of the prime coat, all interior weld seams, including attachment welds, shall receive an intermediate stripe coat applied by brush. The purpose of this coat is to assure that no "shaded" areas around the welds exist and to provide more protection for the rough weld areas. Coating shall cover the weld and adjacent metal a minimum of 2-inches each side of the weld.

4. Intermediate Coat: After completion of the stripe coat, all surfaces shall receive an intermediate coat. The intermediate coat shall be applied by brush, roller or airless spray.
  5. Finish Coats: After completion of the intermediate coats, all surfaces shall receive a finish coat. The finish coats shall be applied by brush, roller or airless spray.
  6. Ventilation: The Contractor shall provide adequate forced ventilation sufficient to change the air within the tanks at the minimum rate shall be 3,000 cfm. The blower or blowers shall be placed so as to introduce air at the top and withdraw from the bottom. The ventilation system shall operate continuously.
- C. Exterior
1. Spot Prime Coats (for overcoating)
    - a. After completion of the surface preparation and cleaning of the corroded areas, all such areas shall receive a spot prime coat. All areas cleaned within one day shall be primed the same day.
    - b. Immediately before priming, the metal shall be cleaned of dust and foreign materials. Air used to blow-off dust shall be dry and free of oil.
    - c. The prime coat shall be applied by brush, roller or airless spray.
  2. Field Prime Coats (for field blasted tanks)
    - a. After completion of the surface preparation and cleaning, all surfaces shall receive a complete prime coat. All areas cleaned within one day shall be primed the same day.
    - b. Immediately before priming, the metal shall be cleaned of dust and foreign materials. Air used to blow-off dust shall be dry and free of oil.
    - c. The prime coat shall be applied by brush, roller or airless spray.
  2. Intermediate Coats: After completion of the spot prime coat or pressure wash surface preparation as indicated, all surfaces shall receive the specified intermediate coat(s). The intermediate coats shall be applied by brush, roller or airless spray.
  3. Finish Coats: After completion of the intermediate coats, all surfaces shall receive a finish coat. The finish coats shall be applied by brush, roller or airless spray.
- D. Inspection: Unless otherwise noted, film thicknesses specified are minimum dry film thicknesses. Each coat shall be checked as follows:

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Painting (Steel Tanks)

1. Immediately after application, wet film thickness readings shall be taken with a wet film gauge.
  2. When thoroughly cured, dry film thickness readings shall be made in accordance with SSPC-PA 2. Where the prime coat is found deficient and finish coating is of a different formulation, additional prime coats shall be applied at no additional cost to the Owner. The finish coating may not be used to correct deficiencies in the thickness of the prime coat.
  3. The total dry film thickness shall be checked prior to acceptance and if found to be less than specified, additional finish coats shall be applied at no additional cost to the Owner to obtain the specified thickness.
  4. After the coating has been applied, the interior and exterior coated surfaces shall be tested in the presence of the Engineer with an approved 60 volt low current wet sponge type holiday detector. Any thin areas, defects, flaws and holidays in the coating shall be immediately repaired.
  5. The Contractor shall provide the necessary equipment for making the above tests.
- E. Defective Work: Remove and replace, at the direction of the Engineer, any painting work found to be defective or applied under adverse conditions.

### 3.08 Maintenance Materials

- A. Paint: Furnish the Owner at least five gallons of each type and color of paint used for finish coats and one gallon of each type of thinner required. Containers shall be tightly sealed and clearly labeled.
- B. Hardware: Replace all hardware at manways and hatches with new material, as well as new gaskets at each location. Install anti-seize on bolt threads.

### 3.09 Coating Repair

Where coatings have been damaged, the surfaces shall be cleaned and repainted. Surface preparation shall conform to SSPC-SP 11, and feathered into undamaged areas. Painting shall be performed as specified for the damaged surface.

### Material Schedules

System: 247 O/C					Surface Preparation: SP2
Type: Polyurethane					
Use: Exterior Ferrous Metal Overcoat					
	Minimum Dry Film Thickness (Mils)	Tnemec	Induron	Sherwin-Williams	
Prime	Mfgr specific	Series 135 (spot repairs-visible rust only) 4.0 - 6.0 mils	Spot Prime Induramastic 85 3.0 - 5.0 mils	Macropoxy 923 Pre Prime 1.5 - 2.0 mils	
Intermediate	Mfgr specific	Series 135 (applied over the spot primer of Series 135) 4.0 - 6.0 mils	Full Prime Coat-Induramastic 85 3.0 - 5.0 mils		
Finish	Mfgr specific	Series 1074 Endura-Shield IV 2.0 - 3.0 mils	Indurethane 6600 Plus	Acrolon 218 HS	
System	Per Manufacturer Recommendations				

System: 247 ZEP					Surface Preparation: SP10
Type: Zinc Primer/Epoxy/Polyurethane					
Use: Exterior Ferrous Metal					
	Minimum Dry Film Thickness (Mils)	Tnemec	Induron	Sherwin-Williams	
Prime	2.5 - 3.0	Series 94H2O	Indurazinc MC 67	Corothane I GalvaPac Zinc Primer	
Intermediate	2.0 - 3.0	Series 66-Color Epoxoline	PermaClean II Epoxy	Macropoxy 646 FC Epoxy	
Finish	2.0 - 3.0	Series 1074 Endura-Shield II	Indurethane 6600 Plus	Acrolon 218 HS	
System	Per Manufacturer Recommendations				

Painting (Steel Tanks)

System: 344WZ				Surface Preparation: SP10		Surface Profile: 2.0 to 3.0 mils	
Type: Zinc Primer/Epoxy							
Use: Submerged Ferrous Metal-Potable Water							
Coat	Minimum Dry Film Thickness (Mils)	Tnemec	Induron				Sherwin-Williams
Prime	2.5 - 3.5	Series 94H2O	Indurazinc MC67				Corothane I GalvaPac Zinc Primer
Intermediate	4.0 - 6.0	Series 20	PE-70 Epoxy				Macropoxy 646 NSF FC Epoxy
Finish	4.0 - 6.0	Series N140	PE-70 Epoxy				Macropoxy 646 NSF FC Epoxy
System	Per Manufacturer Recommendations						

System: 346WB				Surface Preparation: SP10		Surface Profile: 2.0 to 3.0 mils	
Type: Epoxy							
Use: Interior Dry Ferrous Metal							
Coat	Minimum Dry Film Thickness (Mils)	Tnemec	Induron				Sherwin-Williams
Prime	4.0 - 6.0	Series 20/FC20-39BL Porta-Pox	PE-70/RC-70 Epoxy				Macropoxy 646 PW or FCE
Finish	4.0 - 6.0	Series 20/FC20-39BL Porta-Pox	PE-70/RC-70 Epoxy				Macropoxy 646 PW or FCE

Painting (Steel Tanks)

System	Per Manufacturer Recommendations				
System: Spot Repairs Type: 100% Solids Epoxy Use: Submerged Ferrous Metal-Potable Water Spot Repairs					
Coat	Minimum Dry Film Thickness (Mils)	Tnemec	Induron	Sherwin-Williams	Surface Preparation: SP-10 Surface Profile: 2.0 to 3.0 mils
Coat	Per Manufacturer Recommendations	Series FC-22 Epoxoline 16.0 to 40.0	PermaClean100 Ceramic Epoxy		

END OF SECTION

## Part 1 General

### 1.01 Scope

- A. The work covered by this section includes furnishing all labor, equipment, materials and chemicals required to disinfect all potable water facilities in accordance with the procedures specified herein.
- B. Upon completion of the construction and installation of equipment, the Contractor shall sterilize all distribution system piping and storage tanks and any surfaces that shall be in contact with potable water.

### 1.02 Standards

Procedures for disinfecting water mains and water storage facilities, unless otherwise modified herein, shall conform to the requirements of AWWA Standards C651, C652, C653 and C654.

## Part 2 Products

### 2.01 Disinfection Agent

The disinfection agent shall be free chlorine or chlorine compound. The method of application and type of disinfecting agent shall both be acceptable to the Engineer.

## Part 3 Execution

### 3.01 Disinfection Procedure

- A. Prior to disinfection, all surfaces shall be thoroughly flushed with clear water after all debris and dirt has been removed.
- B. Disinfection shall be accomplished by the application of clear water containing a minimum of 50 parts per million (ppm) of available chlorine. The chlorine bearing water shall remain in contact with the surfaces being sterilized for a period of not less than 24 hours. At the end of the contact period the chlorine residual in all units and at extremities of pipe lines and other representative points shall be at least 25 ppm.
- C. In the process of chlorinating newly constructed units and newly installed pipe, all valves or other appurtenances shall be operated at least five times while the units and pipelines are filled with the disinfection agent.
- D. Upon completion of the disinfection procedure, reduce the chlorine residual of disinfection water to levels required for discharge per requirements of federal, state and local regulatory agencies. Treat water with sulfur dioxide or other reducing chemicals to neutralize chlorine residual. All units and piping shall be flushed with potable water

Disinfection of Potable Water Facilities

until the chlorine residual remaining is one part per million or less and the replacement water throughout the units, upon suitable bacteriological tests, has proved to be of acceptable quality and in conformance with Georgia Environmental Protection Division for municipal water supplies. This satisfactory quality of water shall continue for two full days as demonstrated by laboratory examination of samples taken from a tap located and installed in such a way as to prevent outside contamination.

- E. No portion of new work shall be placed in service until disinfection has been completed and approved by the Engineer. Should the initial treatment fail to result in acceptable water, the chlorination procedure shall be repeated until satisfactory results are obtained.

END OF SECTION