



FULTON COUNTY

Vision

People Families Neighborhoods

Mission

To serve, protect and govern in concert with local municipalities

Values

*People Customer Services
Ethics Resource Management
Innovation Equal Opportunity*

**PURCHASING DEPARTMENT
REQUEST FOR INVITATION TO BID NO. 05ITB43990YK**

**2005 STANDBY MISCELLANEOUS PIPE LINING AND PIPE BURSTING
CONTRACT**

For

DEPARTMENT OF PUBLIC WORKS

BID DUE: Monday, July 25, 2005 at 11:00 a.m. Prevailing time in the Bid Conference Room in the Purchasing Department

PRE-BID MEETING: Wednesday, July 6, 2005 at 9:30 a.m. Prevailing time in the Bid Conference Room in the Purchasing Department

**PURCHASING CONTACT: Darlene A. Banks, APA at (404) 730-7879
E-MAIL: Darlene.Banks@co.fulton.ga.us.**

**LOCATION: FULTON COUNTY PURCHASING DEPARTMENT
130 PEACHTREE STREET, S.W., SUITE 1168 ATLANTA, GA 30303**

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INVITATION TO BID

2005 STANDBY MISCELLANEOUS PIPE LINING AND PIPE BURSTING BID

PURPOSE

The Fulton County Purchasing Department solicits Bids from qualified and experienced vendors to provide pipe lining, pipe bursting and Manhole lining bids for repairs to sanitary sewer lines located through out Fulton County.

DESCRIPTION OF PROJECT

This work will consist of providing all labor, equipment and materials necessary to install pipe liner, burst and line existing sewer pipes, manhole rehabilitation and reconnect existing sewer service laterals. All work shall be in conformance with the contract documents, drawings and Fulton County Standards and Specifications. Being this is a miscellaneous standby contract; the location of the work will be in various locations through out Fulton County. Projects will be assigned by issuance of a Notice to Proceed for that individual project.

SCOPE OF WORK SUMMARY

The Pipe Bursting process is defined as the reconstruction of sanitary sewer pipe by the bursting of the host pipe and inserting new High Density Polyethylene (HDPE) Pipe of specified size. The HDPE pipe shall extend the full length of the existing pipe and shall provide a structurally sound, impermeable, joint less pipe. All service connections must be reestablished (when required) once the HDPE has been installed. Launch pits or receiving pits shall be the responsibility of the contractor and included in the pipe installation bid cost.

The slip lining process is defined as the reconstruction of sanitary sewer pipe by the insertion of a new High Density Polyethylene (HDPE) pipe of specified size into the host pipe. The HDPE pipe shall extend the full length of the existing pipe and shall provide a structurally sound, impermeable, and joint less pipe. Launch pits or receiving pits shall be the responsibility of the contractor and included in the pipe installation bid cost.

The Cast-In-Place lining process is defined as the reconstruction of sanitary sewer pipe by the insertion of a composite uncured liner into the pipe and then cured in place using high temperature steam or hot water to inflate the liner. Launch pits or receiving pits shall be the responsibility of the contractor and included in the pipe installation bid cost. See Section 9-8, Item 1100 for specifications for cast-in place liner.

Manhole rehabilitation shall include lining of deteriorated manholes with a County approved liner application. The liner shall be certified by the manufacture to withstand ground water infiltration, acidic corrosion and add structural integrity to an existing manhole structure.

TERM OF CONTRACT

The term of this Contract shall be **365 consecutive calendar days** from the date of award by the Fulton County Board of Commissioners. The selected vendor(s) shall be issued work by a written/signed Notice to Proceed for individually assigned projects. Work shall begin no later than 10 days from the issuance of a Notice to Proceed. Fulton County reserves the right to renew this contract for one (1) additional 365 consecutive calendar day period pending availability of funding, contractor compliance with county rules and policies, satisfactory work performance by the contractor and Board of Commissioners approval. Option year prices shall be maintained at the rates approved in the initial contract term.

PURCHASING OF BID DOCUMENTS

No Fee is associated with this ITB. This document and supporting documents can be downloaded at the Fulton County Website, <http://www.co.fulton.ga.us/> under "Bid Opportunities", Bid number 05ITB43990YK.

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.

BID CONTACT

Information regarding the Bid, either procedural or technical, may be obtained by contacting Darlene Banks at (404) 730-7879, Fulton County Department of Purchasing. Information

regarding the Bid requirements may be obtained by using the following procedure. Inquiries must be submitted in writing to:

Fulton County Purchasing Department
Attn: Darlene Banks, Purchasing Agent
130 Peachtree Street S.W., Suite 1168
Atlanta, GA 30303
Phone: (404) 730-7879
Fax: (404) 893-1745
Reference ITB#05ITB43990YK

BASIS OF AWARD

The Contract, if awarded, will be awarded to the lowest responsive and responsible bidder(s). Fulton County reserves the right to award this contract in whole or in part to one or more vendors. 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.

PRE-BID CONFERENCE

Date: Wednesday, July 6, 2005
Time: 9:30am
Location: Fulton County Purchasing Department,
Public Safety Building
130 Peachtree St., S.W. Suite 1168
Atlanta, Georgia, 30303

A non-mandatory pre-bid conference will be held in the Fulton County Purchasing Department Conference Room, located at, 130 Peachtree St., SW, Suite 1168, Atlanta, Georgia, 30303. ***Inquiries regarding this solicitation, either technical or otherwise must be submitted in writing.*** Any questions and responses provided will not be the official responses from Fulton County. To receive Fulton County's official responses to questions, questions must be submitted in written form to Fulton County by the deadline date established in this Invitation to Bid. Fulton County will provide its official response to questions in the form of an addendum that will be posted to Fulton County's website.

The pre-bid conference will be conducted for the purpose of explaining the County's bid process, the specification/technical documents, and to provide an initial verbal, non-binding verbal response to questions concerning these Bid specifications and to discuss issues from the Bidder's perspective. However, no verbal response provided at the pre-bid conference binds the County.

MINIMUM PARTICIPATION REQUIREMENTS FOR PRIME CONTRACTORS

The County Manager is hereby directed to ensure that no contract or project is hereafter presented to the Board of Commissioners for approval which does not require that the prime contractor or vendor for the project or contract actually perform no less than 51 percent of the scope of the work of the prime contract.

Construction contracts shall be exempt from the requirements of this section.
(Res. No. 98-1001, 7-15-98)

END OF SECTION

SECTION 1

INSTRUCTIONS TO BIDDERS

A. **Contract Documents**

The Contract Documents include the Invitation to Bid, Instructions to Bidders, 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.

B. **Definitions:** Where the following words or the pronouns used in their stead occur herein, they shall have the following meaning. If a conflict exists as to the meaning of a word, the definition existing in the General Conditions, if present, shall govern.

Construction Manager - The Construction Manager is the person or entity identified as such in writing by the County. The Construction Manager may be a County employee or entity retained by the County for purposes of administering this contract. The term "Construction Manager" means the Construction Manager or the Construction Manager's authorized representative. The Construction Manager is the County's agent for purposes of administering this contract.

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

County - FULTON County, Georgia, a political subdivision of the State of Georgia, acting by and through the Chairman of its Board of Commissioners.

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

Director - Director of the Department of Public Works of FULTON County, Georgia or the designee thereof.

Engineer – Shall be the Director of Public Works or his duly authorized representative.

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.

Project Manual - The Contract Documents

Substantial Completion - The date certified by the Construction Manager when all or a part of the work, as established pursuant to General Condition 0500-81, 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 - 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.

- C. **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, 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.**
- D. **Addenda and Interpretations:** No interpretations of the meaning of the Drawings, Specifications or other Bid documents will be made to any Bidder orally. Bidders requiring clarification or interpretation of the Bidding Documents shall make a request to Darlene A. Banks, no later than 2:00 PM, Friday, July 15, 2005. Written requests for clarification or interpretation may be mailed, hand delivered, e-mailed or faxed to the Assistant Purchasing Agent at the address below, e-mail address or fax number. Telephone inquiries will not be accepted.

Darlene A. Banks, Assistant Purchasing Agent
Department of Purchasing
Fulton County Public Safety Building
130 Peachtree Street, S.W., 1168
Atlanta, GA 30303
Fax: (404) 893-1745, Bid number 05ITB43990YK
Darlene.Banks@co.fulton.ga.us

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

- E. **Site Examination:** There will be no site visit for this project. The work will be assigned at various locations throughout Fulton County.

Bid: All Bids must be made on the Bid forms contained herein. The Bid shall be enclosed in a sealed envelope, addressed to Department of Purchasing, Fulton

County Public Safety Building, 130 Peachtree Street, S.W., Suite 1168 Atlanta, Georgia 30303 and labeled "Bid for ITB-#05ITB43990YK; 2005 Standby Miscellaneous Pipe Lining and Pipe Bursting".

THE BIDDER IS ALSO REQUIRED TO DISPLAY THEIR GEORGIA UTILITY CONTRACTOR LICENSE NUMBER ON THE OUTSIDE OF THE SEALED BID ENVELOPE.

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

1. Bid Form
2. Bid Schedule
3. Bid Bond
4. Certification of Acceptance of Bid/Proposal Requirements
5. Corporate or Partnership Certificate
6. Non-Collusion Affidavit of Prime Bidder
7. Non-Collusion Affidavit of Subcontractor
8. Contract Compliance Forms, fully executed
 - a. Promise of Non-Discrimination (Exhibit A)
 - b. Employment Report (Exhibit B)
 - c. Schedule of Intended Subcontractor Utilization (Exhibit C)
 - d. Letter of Intent to Perform As a Subcontractor or Provide Materials or Services (Exhibit D)
 - e. Declaration Regarding subcontractor Practices (Exhibit E)
 - f. Joint Venture Disclosure Affidavit (Exhibit F)
 - g. Equal Business Opportunity (EBO) Plan

Any bids received after the stated time and date shall 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 for receipt on or before the stated time and date (section 00020). 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.

The original signed bid with three (3) copies shall be submitted in a sealed package, clearly marked on the outside package for Bid number 05ITB43990YK; "2005 Standby Miscellaneous Pipe Lining and Pipe Bursting."

*Additionally, Bidder is to write their **Utility Contractor License Number on the outside of the sealed package containing the bid.** Failure to put the Utility Contractor License number on the package will result in the bid being determined to be non-responsive.*

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

- F. **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 not 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.

- G. **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.
- H. **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 Code of Laws §2-324, which is incorporated by reference herein.
- I. **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.
- J. **Termination:** The County may terminate the contract resulting from this solicitation at any time the vendor fails to carry out the contract provisions, if in the opinion of the County, the performance of the contract is unreasonably delayed, or the vendor is in direct violation of the contract conditions. The County shall provide the vendor with notice of any conditions which violate or endanger the performance of the contract and, if after such notice the contractor fails to remedy such conditions within thirty (30) days, to the satisfaction of the County, the County may exercise their option in writing to terminate the Contract without further notice to the Contractor and order the Contractor to stop work immediately and vacate the premises. Vendor agrees by its bid submission that the County's decision is final and valid.
- K. **Indemnification and Hold Harmless Agreement:** The successful contractor will agree to indemnify, save harmless and defend the County, its agents, servants, and employees from all lawsuits, claims, demands, liabilities, losses and expenses for or on account of any injury or loss in connection with the work performed under this contract: Provided, however the Contractor shall not be liable for any damages resulting for the sole negligent or intentional acts or omission of the County and its employees, agents or representatives.

- L. **Bid Opening:** Bids will be opened in public and read aloud. All bidders are requested to be present at the opening.
- M. **Determination of Successful Bidder:** Fulton County desires to complete this work in a timely manner. The Contract will be awarded to the lowest responsive, responsible bidder(s), if awarded.
- 1) **Responsibility:** The determination of the bidder's responsibility will be made by the County based on whether the bidder meets the following minimum requirements:
 - a) 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.
 - b) Is properly licensed to perform this type of work in Fulton County. Bidders must have a utility contractors license to perform this work. O.C.G.A. §43-14-8.3 (h)
 - c) Maintains a permanent place of business individually or in conjunction with the prime contractor.
 - d) Has the appropriate and adequate technical experience. Designated Project Manager must be proficient in all aspects of contracted work.
 - e) Has adequate personnel and equipment to do the work expeditiously.
 - f) Has suitable financial means to meet obligations incidental to the work.
 - 2) **Responsiveness:** The determination of responsiveness will be made by the County based on a consideration of 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. Loaded or unbalanced bids shall be deemed non responsive and will not be excepted.
- N. **Wage Clause:** Pursuant to 102-391, 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.
- O. **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 award by the Board of Commissioners. 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 by the Program Manager. 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 by the Program Manager unless earlier terminated pursuant to the termination provisions of the contract.

- P. **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 fifteen (15) 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.

- Q. **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.

- R. **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.
- S. **Availability Of Funding:** Any award of work, contract, or service for any portion of the **2005 Miscellaneous Standby Pipelining and Pipe Bursting Contract** will be conditional and subject to Fulton County obtaining financing through the issuance of water and sewer revenue bonds where the proceeds from such bonds are in an amount sufficient to fund the **2005 Miscellaneous Standby Pipelining and Pipe Bursting Contract**. This conditional award will not be in effect until Fulton County has been successful in raising the required funds for payment of the **2005 Miscellaneous Standby Pipelining and Pipe Bursting Contract**. If it proves impossible for Fulton County to raise the required funds, the conditional award will be cancelled by Fulton County without any recourse by the responding entity. The submittal of a bid in response to any phase of the procurement for the **2005 Miscellaneous Standby Pipelining and Pipe Bursting Contract** serves as acceptance of this condition by the entity responding to the procurement. Without waiving any of the conditions contained herein, and solely for informational purposes, please be aware that the Fulton County Board of Commissioners has taken legislative action authorizing the Fulton County Director of Finance to procure the services of the various professionals that will assist in obtaining the bond proceeds, and it is anticipated that the funding will be in place by the second or third quarter of 2005.

FULTON COUNTY PURCHASING DEPARTMENT**BID GENERAL REQUIREMENTS****2005 STANDBY MISCELLANEOUS PIPE LINING AND PIPE BURSTING BID**

The following information pertains to the submission of a Bid to Fulton County, and contains instructions on how Bids must be presented in order to be considered. Listed below are the requirements for all Bidders interested in doing business with Fulton County.

1. The Bid sheets included in this Invitation to Bid ("Bid") must be fully completed and returned with the Bid unless otherwise specified in writing by the Purchasing Department. Type or neatly print the date, company name, and the full legal name and title of the person(s) signing the Bid in the place provided at the bottom of each Bid sheet. Any additional sheets submitted must contain the same signature and Bidder information.
2. Original signature(s) must appear on each page of the Bid document. All signatures must be executed by person(s) having contracting authority for the Bidder.
3. Absolutely no fax Bids or reproduction Bids will be accepted, except that photocopies may be submitted in addition to the original when multiple copies of the Bid are specifically requested in the solicitation.
4. The envelope in which the Bid response is submitted must be sealed and clearly labeled with the Bid number, project title, due date and time, and the name of the company or individual submitting the proposal. Bids must be received by the opening date and time shown on this Bid in order to be considered. The Purchasing Agent has no obligation to consider Bids which are not in properly marked envelopes. Contract Compliance submittals shall be submitted in a separate sealed envelope or package.
5. The original and the required number of copies of the Bid must be returned to:

Fulton County Purchasing Agent
Fulton County Purchasing Department
130 Peachtree Street, S.W., Suite 1168
Atlanta, Georgia 30303

Any inquiries, questions, clarifications or suggestions regarding this solicitation should be submitted in writing to the Purchasing Contact Person. Contact with any other County personnel in regard to a current solicitation is strictly prohibited in accordance with Fulton County "No Contact" policy outlined in Section 35.

6. Show information and prices in the format requested. Prices are to be quoted F.O.B. Destination, and must include all costs chargeable to the Contractor executing the Contract, including taxes. Unless otherwise provided in the Contract, Fulton County shall have no liability for any cost not included in the price. The Contractor shall provide Fulton County the benefit through a reduction in price of any decrease in the Contractor's costs by reason of any tax exemption based upon Fulton County's status as a tax-exempt entity.

7. All prices Bid must be audited by the Bidder to ensure correctness before the Bid is submitted. The Bidder is solely responsible for the accuracy of information placed on a Bid sheet, including prices. Clerical or mathematical error is insufficient to void a successful Bid but a Bidder may withdraw a sealed Bid prior to opening without a penalty.
8. All prices must be submitted in the format requested and less all trade discounts. When multiple items are being Bid, Bidder must show both the unit price and the total extended price for each item. When applicable, the Bidder must include an additional lump sum Bid for groups or items. In the event a Bidder is offering an additional discount on groups of items, Bidder must indicate the total lump sum Bid for the particular group of items before any extra discount, the amount of extra discount, and the net total for the particular group. In the event of an extension error, unit pricing shall prevail.
9. By submitting a signed Bid, Bidder agrees to accept an award made as a result of that Bid under the terms and conditions spelled out in the Bid documents. In the event of a conflict between the different Bid documents, the County's cover Contract (if used) shall have precedence, followed in order by the Invitation to Bid, Purchase Order, Bid, Contractor's Warranty Agreement, Maintenance Agreement, and/or other Contractor provided agreements.
10. A Bidder may submit only one (1) Bid response for each specific Bid solicitation unless otherwise authorized in the specifications.
11. All prices submitted by the Bidder to Fulton County must be guaranteed by the authorized person(s) against any price increase for the time period designated in the Bid specifications, and Fulton County must be given the benefit of any price decrease occurring during such designated time period.
12. All items Bid must be new. Used, rebuilt and refurbished items will not be considered unless specifically authorized by Fulton County in the written specifications.
13. All Bidders must specify in the Bid response the earliest actual delivery date for each item unless otherwise specified in writing by Fulton County. The delivery date may be a factor in deciding the Bidder's capability to perform.
14. A successful Bidder's delivery ticket(s) and invoice(s) must list each item separately and must show Fulton County's purchase order number as well as the proper department and address to which delivery was made, as listed on the purchase order or in the Bidder's contract with Fulton County.
15. Unless clearly shown as "no substitute" or words to that effect, any items in this invitation to Bid which have been identified, described or referenced by a brand name or trade name are for reference only. Such identification is intended to be descriptive but not restrictive, and is to indicate the general quality and characteristics of products that may be offered. Each item Bid must be individually identified as to whether it is a specified item or an equivalent item by typing or printing after the item(s): The brand name; model or manufacturer's number, or identification regularly used in the trade. Deviations from the specifications must be clearly and fully listed on the Bid sheet, including photographs or cuts, specifications, and dimensions of the proposed "alternate". Fulton County is the sole judge of "exact equivalent", or "alternate". The factors to be considered are: function, design, materials, construction, workmanship,

- finishes, operating features, overall quality, local service facilities, warranty terms and service, and other relevant features of item(s) Bid.
16. For all Bids, Fulton County reserves the right to request representative samples. If requested, samples must be delivered at the Bidder's cost within three (3) business days. Samples are submitted at the risk of the Bidder and may be subjected to destructive tests by Fulton County. Samples must be plainly tagged with Fulton County's Bid number, item name, manufacturer, and the name of the Bidder.
 17. Item(s) Bid must be complete and ready to operate. No obvious omissions of components or necessary parts shall be made even though the specifications may not detail or mention them. Unit(s) must be furnished with factory installed equipment and must be comparable with the basic form, fit, and functional requirements which are all to be included in the base price as well as any other equipment included as standard by the manufacturer or generally provided to the buying public.
 18. All successful Bidders must assume full responsibility for all item(s) damaged prior to F.O.B. Destination delivery and agree to hold harmless Fulton County of all responsibility for prosecuting damage claims.
 19. All successful Bidders must assume full responsibility for replacement of all defective or damaged goods within thirty (30) days of notice by Fulton County of such defect or damage.
 20. All successful Bidders must assume full responsibility for providing or ensuring warranty service on any and all items including goods, materials, or equipment provided to the County with warranty coverage. If a successful Bidder is not the manufacturer, all manufacturers' warranties must be passed through to Fulton County. The Bidder and not Fulton County is responsible for contacting the manufacturer of the warranty service provided during the warranty period and supervising the completion of the warranty service to the satisfaction of Fulton County.
 21. As a successful Bidder providing any equipment which requires fitting and assembly, the Bidder shall be solely responsible for such installation being performed by a manufacturer's authorized or approved servicer or an experienced worker, utilizing workmanship of the highest caliber. The Bidder must verify all dimensions at the site, shall be responsible for their correctness, and shall be responsible for the availability of replacement parts when specified in writing by Fulton County in the specifications, purchase order, or other contract.
 22. A successful Bidder is solely responsible for disposing of all wrappings, crating, and other disposable material upon deliver of item(s).
 23. All Bidders are required to be authorized distributors or regularly engaged in the sale or distribution of the type of goods, materials, equipment or services for which the Bidder is submitting a Bid response in addition, all Bidders are required to provide Fulton County with three (3) written references documenting the successful completion of Bids or contracts for the types of items including goods, materials, equipment, or services for which the Bidder is submitting a Bid response. In instances where a Bidder has never supplied such goods, material, equipment, or services before, the Bidder must submit with the Bid response a statement and supporting documentation demonstrating such expertise, knowledge, or experience to establish the Bidder as a responsible Bidder,

- capable of meeting the Bid requirements should an award be made. No exceptions to this provision will be made unless authorized in the Bid specifications.
24. Bidders may be required to furnish evidence that they maintain permanent places of business of a type and nature compatible with their Bid proposal, and are in all respects competent and eligible vendors to fulfill the terms of the specifications. Fulton County may make such investigations as it deems necessary to determine the ability of the Bidder to perform such work, and reserves the right to reject any Bidder if evidence fails to indicate that the Bidder is qualified to carry out the obligation of the Contract and to complete the work satisfactorily.
 25. All Bidders must comply with all Fulton County Purchasing laws, policies, and procedures, non-discrimination in contracting and procurement ordinances, and relevant state and federal laws including but not limited to compliance with EEOC hiring guidelines and requirements under the Americans with Disabilities Act. Successful Bidder must obtain all permits, licenses, and inspections as required and furnish all labor, materials, insurance, equipment, tools, supervision, and incidentals necessary to accomplish the work in these specifications.
 26. If a successful Bidder is unable or unwilling to enter into a Contract with Fulton County subsequent to being granted an award, or who fails to perform in accordance with the Bid specifications the Bidder will be subject to damages and all other relief allowed by law.
 27. Successful Bidders contract directly with Fulton County and are the party or parties obligated to perform. Contracts may not be assigned and any failure to perform the Contract in accordance with the specifications will constitute a breach of Contract and may result in a Bidder being found to be "non-responsive" in the future.
 28. In case of default by the successful Bidder, Fulton County may procure the articles for services from another source and hold the successful Bidder responsible for any resulting excess cost.
 29. The County may award any Bid in whole or in part to one or more vendors or reject all Bids and/or waive any technicalities if it is in the best interests of the County to do so. In the event that all Bids are not rejected, Bids for items including goods, materials, equipment, and services will be awarded to the lowest "responsible" Bidder(s) as determined by Fulton County. Submitting the lowest Bid, as published at the Bid opening, does not constitute an award or the mutual expectation of an award of a Contract and purchase order. For purposes of this notice and the attached Bid sheets, a purchase order is a Contract to provide items including goods, materials, equipment, and services and is intended to have the full force and effect of a Contract. A breach of the terms and conditions of a purchase order constitutes a breach of Contract.
 30. Bids 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 withdrawn as follows:

Competitive sealed Bids ("Bid") may not be revoked or withdrawn until 60 days after the time set by the governmental entity for opening of Bids. At the end of this time period, the Bid will cease to be valid, unless the Bidder provides written notice to the County prior to the scheduled expiration date that the Bid will be extended for a time period specified by the County.

31. In the evaluation of the Bids, any award will be subject to the Bid being:
 - A. Compliant to the specification – meets form, fit, and function requirements stated or implied in the specification.
 - B. Lowest cost to the County over projected useful life.
 - C. Administratively Compliant – Including all required bonds, insurance, established quality of work and general reputation, financial responsibility, relevant experience, and related criteria.
32. 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.
33. 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). The Utility Contractor License number of the person who will perform the utility work shall be written on the face of the Bid envelope.
34. The apparent silence of this specification, and any supplement thereto, as to details, of the omission from it of a detailed description concerning any point, will be regarded as meaning only the best commercial practices are to prevail. Only materials of the highest quality, correct type, size, and design are to be used. All interpretations of this specification will be made upon the basis of this statement, with Fulton County interpretation to prevail.
35. 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.
36. Any Bidder intending to respond to this solicitation as a Joint Venture must submit an executed Joint Venture Agreement with this Bid. This agreement must designate those persons or entities authorized to execute documents or otherwise bind the Joint

Venture in all transactions with Fulton County, or are accompanied by a document, binding upon the Joint Venture and its constituent members, making such designation. Bids from Joint Ventures that do not include these documents will be rejected as being "non-responsive".

37. Any Bidder intending to respond to this solicitation must complete all of the Procurement Affidavit Forms provided in this solicitation. Bids that do not include these completed documents will be rejected as being "non-responsive".

END OF SECTION NO. 1

SECTION 2 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
- Form B: Non-Collusion Affidavit of Sub-Contractors
- Form C: Certificate of Acceptance of Request for Bid Requirements
- Form D: Contractor License Certification
- Form E: Certification Regarding Debarment
- Form F: Corporate Certification
- Form G: Non-Conflict of Interest Certification

Form A

NON-COLLUSION AFFIDAVIT OF BIDDER/OFFEROR

STATE OF GEORGIA

COUNTY OF FULTON

I, _____ certify that pursuant to Fulton County Code Section 2-320 (11), 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 _____, 200__.

(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

NON-COLLUSION AFFIDAVIT OF SUBCONTRACTOR

STATE OF GEORGIA

COUNTY OF FULTON

I, _____ certify that pursuant to Fulton County Code Section 2-320 (11), 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 _____, 200__.

(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 C

FULTON COUNTY CERTIFICATE OF ACCEPTANCE OF BID/PROPOSAL REQUIREMENTS

This Is To Certify That On This Day Bidder/Proposer Acknowledges That He/She Has Read This Bid Document, Pages _____ To _____ Inclusive, Including Addendum(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 Bidding/Proposing Company To Submit The Bid/Proposal Herein And To Legally Obligate The Bidder/Proposer Thereto.

Company: _____

Signature: _____

Name: _____

Title: _____

Date: _____

(Corporate Seal)

Form D

CONTRACTOR'S LICENSE CERTIFICATION

Contractor's Name: _____

Utility Contractor's Name: _____

Expiration Date of License: _____

(ATTACHED COPY 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: _____

Form E**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 2-322 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.
- i. For violation of the ethical standards set forth in Fulton County Code Chapter 9, Code of Ethics.
- ii. 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 Chapter 6, Article B, Minority Business Enterprise Affirmative Action Program and certified as such by the County) 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 _____, 2005

(Legal Name of Offeror) (Date)

(Signature of Authorized Representative) (Date)

(Title)

Form F

CORPORATE CERTIFICATE

Corporations

I, _____, certify that I am the Secretary of the Corporation named as Contractor in the foregoing Bid; that _____, who signed said Bid on behalf of the Contractor was then _____ of said Corporation; that said Bid was duly signed for and on behalf of said Corporation by authority of its Board of Directors, and is within the scope of its corporate powers; that said Corporation is organized under the laws of the State of _____.

This _____ day of _____, 20 ____ .

(SEAL) must be affixed

Partnership or other entities:

I, _____, certify that I am authorized to sign to commit _____ named as Contractor in the foregoing Bid. That said company is formed under the laws of the State of _____.

This _____ day of _____, 20 ____ .

It is necessary to attach a letter on company letterhead and dated on or after the date of this certificate that the individual signing to commit the partnership or other entity not a corporation to the stipulations of this bid is authorized to do so. The letter should be signed by an individual working for the company who has knowledge of this fact.

Form G

NON CONFLICT OF INTEREST CERTIFICATION

I, _____, as the legal representative of _____, do certify that we will not perform any type of professional services for property owners adjacent or contiguous to any project assigned by Fulton County, during the active life of such project. Further, I additionally certify that if we already have an agreement(s) with property owner(s) adjacent or contiguous to a project assigned by Fulton County, we will either reject the County assignment, or cancel the property owner already in effect if so directed by Fulton County Board of Commissioners. In no case will our firm utilize our knowledge of the ongoing Fulton County project for professional gain during the active life of such Project.

Name: _____

Title: _____

Date: _____

Witness: _____

Name: _____

Title: _____

Date: _____

END OF SECTION NO. 2

SECTION 3**BID BOND REQUIREMENTS**

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 be in the amount of not 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

**2005 STANDBY MISCELLANEOUS PIPE LINING AND PIPE BURSTING
FOR 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, 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 Fulton County Government, 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 Fulton County Government, for Bid number 05ITB43990YK, 2005 Standby Miscellaneous Pipe Lining and Pipe Bursting.
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 a Contract in accordance with the Bid and upon the terms, conditions and prices set forth therein, in the form and manner required by the Fulton County Government, and execute sufficient and satisfactory Performance and Payments Bonds payable t the Fulton County Government, each in the amount of one hundred (100%) percent of the total contract price in form and with security satisfactory to said Fulton County Government, 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 Fulton County Government, 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 (5%) percent of the CONTRACT Sum. The money payable on this bond shall be paid to the Fulton County Government, for the failure of the Bidder to execute a CONTRACT within ten (10) days after receipt of the Contract form and at the same time furnish a Payment Bond and Performance Bond.

IN TESTIMONY THEROF, the PRINCIPAL and SURETY have caused these presents to be duly signed and sealed this _____ day of _____, 2005.

(Signatures on next page)

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

(SEAL) BY _____

END OF SECTION NO. 3

SECTION 4

CONTRACT COMPLIANCE REQUIREMENTS

NON-DISCRIMINATION IN CONTRACTING AND PROCUREMENT

Policy Statement: 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. 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 seeking to obtain contracts with Fulton County.

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 on the Exhibit G Form (Prime Contractor/Subcontractor Utilization Report) that 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 payments 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 bid/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 Subcontractor Practices
- **Exhibit F** - Joint Venture Disclosure Affidavit
- **Equal Business Opportunity Plan (EBO Plan)** – This document is not a form. It is a statement created by the bidder/proposer on its company letter head addressing the EBO Plan requirements.

All Contract Compliance documents (Exhibits A – F 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.

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

- **Exhibit G** - Prime Contractor’s Subcontractor Utilization Report

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 Contract Compliance pursuant to Section 4.4 of 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.

EMPLOYEES

CATEGORY	NATIVE INDIAN		AFRICAN AMERICAN		ASIAN AMERICAN		HISPANIC AMERICAN		CACUSIAN AMERICAN		OTHER	
	M	F	M	F	M	F	M	F	M	F	M	F
Mgmt/Official												
Professional (Arch., P.E., etc.)												
Supervisors												
Office/ Clerical												
Craftsmen												
Laborers												
Others (Specify)												
TOTALS												

FIRM'S NAME: _____

ADDRESS: _____

TELEPHONE NUMBER: _____

This completed form is for (Check one) _____ Bidder/Proposer _____ Subcontractor

Submitted by: _____ 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. (Please indicate below the portion of work, including, percentage of bid amount that your firm will carry out directly):

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.

2. 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, attach copy of recent certification letter.**

EXHIBIT C – SCHEDULE OF INTENDED SUBCONTRACTOR UTILIZATION

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: _____ %

Total Dollar Value of Small Business Enterprise Agreements: (\$)

Total Percentage Value: (%)

CERTIFICATION: The undersigned certifies that he/she has read, understands and agrees to be bound by the Bid 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 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 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 _____

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

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

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

_____ Hereby declares that it is my/our
intent to **(Bidder)**

Perform 100% of the work required for _____
(IFB/RFP Number)

(Description of Work)

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

1. That the bidder 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 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 bidder's decision 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

IFB No. _____

Project Name _____

This form must be completed and submitted with the bid if a Joint Venture approach is to be undertaken.

The firms listed below do hereby declare that they have entered into a joint venture agreement pursuant to the above mentioned project. The information requested below is to clearly identify and explain the extent of participation of each firm 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: _____
City/State/Zip: _____
County: _____
Nature of Business: _____

2) Name of Business: _____
Street Address: _____
City/State/Zip: _____
County: _____
Nature of Business: _____

3) Name of Business: _____
Street Address: _____
City/State/Zip: _____
County: _____
Nature of Business: _____

NAME OF JOINT VENTURE (If applicable): _____

OFFICE ADDRESS: _____

PRINCIPAL _____

OFFICE PHONE: _____

EXHIBIT F – JOINT VENTURE DISCLOSURE AFFIDAVIT

Note: Attach additional sheets as required

1. Describe the capital contributions by each joint venturer and accounting thereof. Indicate the percentage make-up for each joint venture partner.
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 estimate 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 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 small business 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 Operation</u>	<u>Race</u>	<u>Sex</u>	<u>Financial Decisions</u>	<u>Supervision Field</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 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 known to me to be the person described in the foregoing Affidavit and acknowledge that he (she) executed the same in the capacity therein stated and for the purpose therein contained.

EXHIBIT G – PRIME CONTRACTOR/SUBCONTRACTOR UTILIZATION REPORT

This report is required to be submitted by the tenth day of each month, with a copy of your payment invoice (schedule of values/payment application) to Contract Compliance. Failure to comply may result in the County commencing proceedings to impose sanctions on the successful bidder, in addition to purchasing 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 to participate in any future contracts awarded by Fulton County.

REPORTING PERIOD		PROJECT NAME:	
FROM:		PROJECT NUMBER:	
TO:		PROJECT LOCATION:	

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

AMOUNT OF REQUISITION THIS PERIOD:\$ _____

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
TOTALS						

Executed By: _____
(Signature)

(Printed Name)

SECTION 5

INSURANCE and RISK MANAGEMENT REQUIREMENTS

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 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 company 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 Provision outlined below.
- A Certificate of Insurance complying with the Insurance and Risk Management Provisions outlined below (Request for Bid/Bid number and Project Description must appear on the Certificate).

Upon award, the Contractor/Vendor must maintain, at their expense, insurance with policy limits equal to or greater than the limits described below. 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 - 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
	BY DISEASE	- POLICY LIMIT	- \$500,000
(Aggregate)	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 Operation	Aggregate Limit	-	\$1,000,000
Personal and Advertising Injury	Limits	-	\$1,000,000
Fire Damage	Limits	-	\$ 100,000
3. BUSINESS AUTOMOBILE LIABILITY INSURANCE			
Combines Single Limits	Each Occurrence	-	\$1,000,000
(Including operation of non-owned, owned, and hired automobiles).			
4. ELECTRONIC DATA PROCESSING LIABILITY			
(Required if computer contractor).	Limits	-	\$1,000,000
5. UMBRELLA LIABILITY			
(Including excess of above noted coverage's)	Each Occurrence	-	\$2,000,000
6. PROFESSIONAL LIABILITY			
(Required if respondent providing quotation for professional services).	Each Occurrence	-	\$1,000,000
7. FIDELITY BOND			
(Employee Dishonesty)	Each Occurrence	-	\$100,000

Certificates shall state that the policy or policies shall not expire, be cancelled or altered without at least thirty (30) days prior written notice to Fulton County Government. Policies and Certificates of Insurance are to list Fulton County Government as an Additional Insured (except for Workers' Compensation) and shall conform to all terms and conditions (including coverage of the indemnification and hold harmless agreement) contained in the Insurance and Risk Management Provisions.

If Fulton County Government shall so request, the Offeror, 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

The Contractor/Vendor shall insure that the Request for Bid/Bid number and Project Description appears on the Certificate of Insurance. It is understood that

Insurance in no way Limits the Liability of the Contractor/Vendor.

END OF SECTION 5

**SECTION 6
SAMPLE AGREEMENT**

Bid number 05ITB43990YK; 2005 Standby Miscellaneous Pipe Lining and Pipe Bursting

Contractor: _____ Project No. _____

Address: _____ Telephone: _____

Contact: _____ Facsimile: _____

THIS AGREEMENT is effective as of the _____ day of _____, 2005, 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, consisting of the following Contract Documents:

- General Conditions
- Special Conditions
- Bid Form
- Quantities and Pricing
- Scope of Work and Technical Specifications
- Drawings and Specifications
- Exhibits
- Insurance Forms
- Purchasing Forms
- Office of Contract Compliance Forms

WITNESSETH: That the said Contractor has agreed, and by these presents does agree with the said County, for an in consideration of a Contract Price of _____ (\$_____) 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 substantial, 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 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: 05ITB43990YK

2005 Standby Miscellaneous Pipe Bursting and Pipe Lining Services

The Contractor shall commence the Work with adequate force and equipment on a date to be specified in a written Notice to Proceed and shall fully complete all work within time constraints indicated in the Notice to Proceed (NTP). The duration of the contract shall be 365 consecutive calendar days from the date of award by the Board of Commissioners. Fulton County reserves the right to renew this contract for one (1) additional 365 consecutive calendar day period pending availability of funding, contractor compliance with county rules and policies, satisfactory work

performance by the contractor and Board of Commissioners approval. Option year prices shall be maintained at the rates approved in the initial contract term. 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.

For each calendar day that any work remains uncompleted after the NTP time allowed, the Contractor shall pay the County the sum of \$ 1,000.00 not as a penalty but as liquidated damages, which liquidated damages the County may deduct from any money due the contractor. As full compensation for the faithful performance of this Contract, the County shall pay the Contractor in accordance with the General Conditions and the unit 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.

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, 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 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.

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 WHEREOF, each of the parties hereto has caused this Contract to be executed and delivered under their **respective seals** on this the: _____

ATTEST:

XXXXXXXXXXCONSTRUCTION CO., INC.

Corporate Secretary

BY: _____
Corporate Principal

(CORPRATE SEAL)

ATTEST:

Mark Massey,
County Clerk, Board of Commission

BY: _____
Karen Handel,
Chair, Board of Commissioners

(SEAL)

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:

County Attorney

BY: _____
Timothy K. Equels,
Assistant Director, Public Works

Note: If the Contractor is a corporation, the Contract shall be signed by the President or Vice President, attested to by the Secretary and the Corporate Seal affixed. If the Contractor is a partnership, the Contract shall be signed in the partnership name by one of the partners, with indication that he or she is a general partner.

END OF SECTION NO. 6

SECTION 7A

PERFORMANCE BOND REQUIREMENTS

No contract with Fulton County for work to be done shall be valid for any purpose unless the Contractor shall give 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 at 100% of the total contract amount payable by the terms of the Contract and shall be written on the enclosed 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 [INSERT CONTRACTOR NAME] (hereinafter called the "Principal") and [insert name of surety] (hereinafter called the "Surety"), are held and firmly bound unto **FULTON COUNTY**, a political subdivision of the State of Georgia (hereinafter called the "Owner") and their successors and assigns, 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 (Contract) with the Owner, dated _____, which is incorporated herein by reference in its entirety, for the [NAME OF PROJECT], more particularly described in the Contract (herein called the "Project"); and

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 _____, _____.

_____(SEAL)
(Principal)

By:_____

Attest:

Secretary

_____(SEAL)
(Surety)

By:_____

Attest:

Secretary

(Address of Surety's Home Office)

(Resident Agent of Surety)

END OF SECTION NO. 7A

SECTION 7B**PAYMENT BOND REQUIREMENTS**

No Contract with Fulton County for work to be done shall be valid for any purpose unless the Contractor shall give 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.

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS that [insert name of contractor] (hereinafter called the "Principal") and [insert name of surety] (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 as obligee, 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 [insert date of contract], which is incorporated herein by reference in its entirety (hereinafter called the "Contract"), for construction-type services of a project known as [insert name of project], as more particularly described in the Contract (hereinafter called the "Project");

NOW, THEREFORE, the condition of this obligation is such that if the Principal shall promptly make payment to all persons working on or supplying labor or materials under the Contract, and any amendments thereto, with regard to labor or materials furnished and used in the Project, and with regard to labor or materials furnished but not so used, then this obligation shall be void; but otherwise it shall remain in full force and effect.

1. A "Claimant" shall be defined herein as any subcontractor, person, party, partnership, corporation or the entity furnishing labor, services or materials used, or reasonably required for use, in the performance of the Contract, without regard to whether such labor, services or materials were sold, leased or rented, and without regard to whether such Claimant is or is not in privity of contract with the Principal or any subcontractor performing work on the Project, including, but not limited to, the following labor, services, or materials: water, gas, power, light, heat, oil, gasoline, telephone service or rental of equipment directly applicable to the Contract.

2. In the event a Claimant files a lien against the property of the Owner, and the Principal fails or refuses to satisfy or remove it promptly, the Surety shall satisfy or remove the lien promptly upon written notice from the Owner, either by bond or as otherwise provided in the Contract.

3. The Surety hereby waives notice of any and all modifications, omissions, additions, changes, alterations, extensions of time, changes in the 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, changes in payment terms, and amendments.

4. The Surety hereby agrees that this Bond shall be deemed amended automatically and immediately, without formal or separate amendments hereto, upon any amendment or modifications to the Contract, so as to bind the Principal and Surety, jointly and severally, to the full payment of any Claimant under the Contract, as amended or modified, provided only that the Surety shall not be liable for more than the penal sum of the Bond, as specified in the first paragraph hereof.

5. This Bond is made for the use and benefit of all persons, firms, and corporations who or which may furnish any materials or perform any labor for or on account of the construction-

type services to be performed or supplied under the Contract, and any amendments thereto, and they and each of them may sue hereon.

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)

END OF SECTION NO. 8B

SECTION 8 GENERAL CONDITIONS

INDEX OF SECTION 00500

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SECTION 8

PUBLIC UTILITIES SEWER/WATER CONSTRUCTION CONTRACTS

GENERAL CONDITIONS

008-1 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. The Contractor shall arrange to drill test pits when necessary.

008-2 CONTRACT DOCUMENTS

This agreement consists of FULTON County's invitation for bid, instructions to bidders, bid form, performance bond, payment bond, acknowledgments, the Agreement, 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 Engineer in writing. Any such ambiguity or need for clarification shall be handled by the Engineer in writing. No clarification of the Drawings and Specifications hereunder by the Engineer 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 Engineer shall not entitle the Contractor to additional monies and shall be done at the Contractor's risk.

The Engineer 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.

008-3 DEFINITIONS

The following terms as used in this agreement are defined as follows:

Change Order - A written order to the Contractor issued by the County pursuant to Fulton County Procedure 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 - The Construction Manager is the person or entity identified as such in writing by the County. The Construction Manager may be a County employee or entity retained by the County for purposes of administering this contract. The term "Construction Manager" means the Construction Manager or the Construction Manager's authorized representative. The Construction Manager is the County's agent for purposes of administering this contract.

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

County - FULTON County, Georgia, a political subdivision of the State of Georgia, acting by and through the Chairman of its Board of Commissioners.

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

Director - Director of the Department of Public Works of FULTON County, Georgia or the designee thereof.

Engineer - Shall be the Director of Public Works or his duly authorized representative.

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.

Program Manager - Not Used In This Contract. Any provision in reference to this term shall be deleted.

The County has contracted with the Program Manager to provide program planning that establishes direction and performance goals for the implementation of numerous projects contained in the County's Capital Improvements Program.

Project Manual - The Contract Documents

Substantial Completion - The date certified by the Construction Manager when all or a part of the work, as established pursuant to General Condition 0500-81, 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 - 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.

008-4 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 Invitation to Bids for this contract.

008-5 REVIEW OF CONTRACT DOCUMENTS

Before making its Bid 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 Bid, 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 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.

008-6 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 008-48.

008-7 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, hereto, and the Fulton County Safety Management Program, as set out in the Contractor Safety and Health Management Process, attached hereto as Exhibit "B". 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 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.

008-8 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.

008-9 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.

008-10 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.

008-11 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 D, must be completed, and submitted to comply with requirements of 008-11. 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.

008-12 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.

008-13 ASSIGNMENT

The Contractor shall not assign any portion of this agreement or moneys due therefrom (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.

008-14 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.

008-15 INDEMNIFICATION

The Contractor shall, at his sole cost and expense, indemnify, defend, satisfy all judgments, and hold harmless the County and the Construction Manager and their agents, officers, and employees from and against all claims, damages, actions, judgments, costs, penalties, liabilities, losses and expenses, including, but not limited to, attorney's fees and claims for contribution arising out of or resulting from the performance of the work, provided that any such claim, damage, action, judgment, cost, penalty, liability, loss or expense (1) is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the work itself) including the loss of use resulting therefrom, and (2) is caused in whole or in part by any act or omission of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless whether such claim is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge or otherwise reduce any of the rights or obligations of indemnity which would otherwise exist as to any party or person described in this agreement. In any and all claims against the County, the Construction Manager, or any of their officers, agents, or employees by any employee of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation contained herein shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Contractor or any subcontractor under Worker's Compensation Acts, disability benefit acts, or other employee benefit acts.

008-16 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 therefor.

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 therefor as the County shall determine to be just.

008-17 ADMINISTRATION OF CONTRACT

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. 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 008-81, 008-82, 008-84 and 008-85 of this Agreement.

Except as provided in General Condition 008-48, 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.

008-18 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 its employees, subcontractors, and agents as well as any other persons performing work pursuant to this agreement.

008-19 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.

008-20 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.

008-21 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. 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.

008-22 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.

008-23 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.

008-24 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:

- (1) 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.
- (2) 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 Bid or as it shall have most recently notified the Construction Manager in writing.

008-25 SAFETY, EMERGENCIES, SUSPENSION OF WORK

- A. The Contractor shall take all reasonable precautions for the safety of all persons and property associated with the work, and the Contractor shall erect and maintain, as required by law or regulation, existing conditions and the progress of the work, all reasonable safeguards for the safety, health, and protection of persons in the vicinity of the project and in accordance with the Fulton County Contractor Safety and Health Management Process (Process). The Process establishes only the minimum safety requirements for the work. Compliance with the Process shall not relieve the Contractor of its obligation to comply with any other requirement of law or regulation or provide a defense against any claim of violation of such other law or regulation. The Contractor is solely responsible for providing a safe and healthy workplace and shall defend, indemnify and hold harmless the County, its officers, employees, agents, and other contractors from any and all losses, claims, penalties, judgments, and expenses, including attorney's fees and legal costs arising in whole or in part from any failure of the Contractor or any of its subcontractors at any tier to comply with the safety and health requirements of this contract. Failure to provide a safe and healthy working place or to follow the safety requirements of this agreement after written notification by the County of such failure is reason for termination of the contract according to the termination provisions herein.
- B. 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. 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 this Condition against any sums then or thereafter due the Contractor. The Contractor shall defend, indemnify and hold harmless the County, its officer, employees, agents, and contractors 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.
- C. Should, in the judgment of the County or its agent(s), the Contractor or any subcontractor fail to provide a safe and healthy work place or fail to follow the safety requirements defined in the contract documents and approvals, the County or its agent(s) 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.

- D. The Contractor is solely responsible for the implementation of its safety program and the safe provision of its services. The Contractor shall defend, indemnify, and hold harmless the County and its agent(s) 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 subcontractors at 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 the County or its agent(s) act or fail to act pursuant to its rights hereunder. The County and its agents shall not assume, nor be deemed to have assumed, any responsibilities otherwise imposed upon the Contractor by this agreement by virtue of having provided any safety program guidelines. The Contractor shall not raise as a defense to its obligation to indemnify under this Condition 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 operation 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.
- E. In any and all claims against those indemnified hereunder by any employee of the Contractor, any subcontractor at 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 Condition 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 subcontractor at any tier under any workers' compensation act, disability benefit or other employee benefit acts.

008-26 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.

008-27 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.

008-28 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.

008-29 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.

008-30 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.

008-31 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.

008-32 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.

008-33 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.

008-34 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.

008-35 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.

008-36 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.

008-37 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.

008-38 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 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.

008-39 TERMINATION FOR CONVENIENCE

The County may, at any time upon 30 days written notice to the Contractor, terminate the whole or any portion of the work for the convenience of the County. 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.

008-40 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.

008-41 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.

008-42 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.

008-43 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.

008-44 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 engineer 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 unfabricated 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.

008-45 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.

008-46 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.

008-47 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.

008-48 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.

008-49 COMMENCEMENT AND DURATION OF WORK

The County may issue a Notice to Proceed at any time from the date of Contract execution to the end of the year from when the contract was awarded. 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 therefor 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.

008-50 TIME OF THE ESSENCE

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

008-51 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.

008-52 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.

008-53 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 therefor. 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		
June		4 days
July		3 days
August		4 days
September		2 days
October		2 days
November	6 days	3 days
December		9 days

008-54 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.

008-55 STATEMENT OF CLAIM - CONTENTS

The Statement of Claim referenced in the preceding paragraph 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.

008-56 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.

008-57 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.

008-58 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.

008-59 REMEDIES CUMULATIVE

The remedies of the County under General Condition 56, 57, and 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.

008-60 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.

008-61 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.

008-62 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.

008-63 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.

008-64 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.

008-65 PAYROLL REPORTS

The Contractor may be required to furnish payroll reports to the Construction Manager as deemed necessary for the purpose of verification in accordance with the law.

008-66 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 employee in charge of the work shall be an authorized representative of the Contractor.

008-67 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.

008-68 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.

008-69 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.

008-70 SCHEDULING OF THE WORK

- A. The work of this contract shall be planned, scheduled, executed, and reported using the critical path method (CPM) as established in Section 01310 of these Contract Documents.
- B. With ten (10) calendar days after the Notice to Proceed, the Contractor shall submit a Detailed Construction Schedule according to the requirements established herein.

008-71 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.

008-72 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.

008-73 TIME OF PAYMENT

The Contractor will be paid within 30 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. Section 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.

008-74 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 therefor. 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. 13-10-20(c). Interest may be paid upon such retainage in accordance with Georgia law.

008-75 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, materialman, 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 \$500.00 to subcontractors, suppliers, materialmen, and subconsultants that such payment is on account of the work under this Contract.

008-76 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.

008-77 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.

008-78 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.

008-79 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.

008-80 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.

008-81 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.

008-82 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.

008-83 COMMENCEMENT OF WARRANTIES

Warranties required by this agreement shall commence on the date of final completion of the project as determined under General Condition 008-84 unless otherwise provided in the certificate of Substantial Completion.

008-84 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 Section 13-6-13 of the Official Code of Georgia 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 judgements shall draw interest at the legal rate, as specified by law.

008-85 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.

008-86 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.

008-87 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. 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 in General Condition 2. The time allowed for performance of the work and the contract price to be paid to the Contractor may be adjusted accordingly.
3. The contractor shall provide an invoice to the Project Manager with 3 competitive vendor labor and material rates. 10% will be allowed as markup to the contractor.

4. 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 A5 below.
5. 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 Changer 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 Changer Order for the entire change, such actual expenditures may be summarized monthly, and if approved, incorporated into a Changer 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.
6. 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.
7. 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, ten (10) 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.
8. In order to facilitate checking of quotations for extras or credits, all Bids 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.
9. 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

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.

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.

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.

No claim by the Contractor for an equitable adjustment shall be allowed if asserted after final payment under this Contract.

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 give 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 Paragraph 10.7 of this Agreement, 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 008-17 of this Agreement, (2) any order by the County to stop the Work pursuant to General Conditions 008-25 and 008-37 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.

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.

008-88 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 Clause 008-87, Change Orders.

008-89 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.

008-90 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.

008-91 COORDINATION WITH STATE DEPARTMENT OF TRANSPORTATION

- A. No clearing or grading shall be completed by Contractor within the State Department of Transportation (DOT) area under construction. The Contractor must coordinate his construction scheduling with DOT.
- B. If the Contractor begins work before DOT's completion date, he must obtain the approval of DOT before starting work in the area. The state DOT has the right to stop the Contractor's work the DOT area.
- C. The Contractor shall receive no additional compensation or damages resulting from delay or work stoppage from DOT actions or scheduling.
- D. Contractor shall obtain DOT drawings of the DOT, project area for verification of road geometry, storm drains, etc. from Georgia Department of Transportation or Fulton County. The Contractor is responsible for obtaining any pertinent DOT revisions.

END OF SECTION 8

SECTION 9

SPECIAL CONDITIONS

SPECIFICATIONS FOR SEWER CONSTRUCTION

ITEM 1000**MEASUREMENT AND PAYMENT**
PIPE BURSTING AND PIPE LINING SERVICES

PART 1 - GENERAL

1.01 PAYMENTS

- A. This Section identifies each Measurement for Payment outlined in the Bid (Bid Schedule) and describes the methods by which payments shall be based.

1.02 NON-PAYMENTS

- A. No separate payment shall be made for the restoration of developed property and the cost shall be included in the overall prices for the execution of the work unless specifically noted otherwise.
- B. No separate payment shall be made for excavation, disposal of rubbish and debris, pipe bedding, backfill, dewatering of trench, repair of damaged properties. All testing required for the execution of the work shall be done as part of the price for the item involved.
- C. No separate payment shall be made for any traffic control, work area protection, recording, safety measures, set-up of equipment and set-up of staging area except as indicated below. Payment for these items shall be part of the unit price bid for each particular item of work.
- D. No separate payment shall be made for providing detail surveys needed for construction. The Contractor shall be responsible in providing further survey necessary to complete the Work. The Contractor shall carefully preserve the established points, and in case of willful or careless destruction, the Contractor shall be responsible for the costs of reestablishing the bench marks, reference points and stakes.

PART 2 - MEASUREMENT AND PAYMENT

2.01 SCOPE

- A. The Bid Schedule lists each item of Work for which payment will be made. If a non-listed item of work is required to complete a job prior approval must be obtained in writing from the Fulton County Project Manager. Where the owner changes the scope to include additional items of work or requires non-listed work items, invoices shall be required to determine the cost of the actual work and a 10% markup will be added for contractor expenses.
- 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 his Bid

accordingly.

- C. Work includes furnishing all labor, equipment, tools, and materials, which are not furnished by the Owner, and performing all operations required to complete the Work satisfactorily, in place, as indicated on the Drawings, specified or directed by the Engineer.

2.02 DESCRIPTIONS

- A Measurement of an item of Work will be by the unit indicated in the Bid Schedule.
- 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 Schedule.
- C. Unless otherwise stated in individual sections of the Specifications or in the Bid Schedule, 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 Contract Price bid of which it is a part.
- D. Payment will be made at the Contract Price per unit indicated in the Bid Schedule, with the total price of the Contract being equal to the Total Bid 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.
- F. Provide shall mean furnish and install.

2.03 CLEARING AND GRUBBING

- A. Payment for Clearing and Grubbing shall be made for the area cleared and grubbed within the permanent and construction easements limits only, where the area, in the opinion of the Engineer is considered thickly dense with trees and vegetation. The area cleared outside the limits shall not be included unless directed by the Engineer
- B. Clearing and Grubbing shall include removal and disposal off site materials which include all trees, stumps, roots, growth, debris, stumps and other objectionable matter.
- C. The cost of moving and reestablishing landscape features within the right-of-way and easements shall be included in the sewer line unit price bid for bursting or lining.
- D. No separate payment will be made for clearing in grass area and in non-established vegetation area within the right-of-way where bursting or lining is to occur. Cost of such work should be included in the unit price bid for sewer line unit price bid for

bursting or lining..

2.04 TRENCH EXCAVATION AND BACKFILL

- A. No separate payment or additional payment shall be made for any special unique method, means, techniques or equipment necessary for the Contractor's compliance with these Specifications, regulatory requirements, permits, laws or regulations which govern the project. All costs shall be included in the unit price bid for pipe bursting or lining.
- B. No separate payment shall be made for trench excavation. All costs shall be included in the unit price bid for Sewer Lines.
- C. Sheeting, Bracing, and Shoring
 - 1. No separate payment will be made for providing sheeting, bracing, and timbering specified, shown on the Drawings or necessary due to the Contractor's means of construction. All costs for sheeting, bracing, and shoring shall be included in the unit price bid for pipe bursting or lining.
 - 2. No payment will be made for sheeting removed or for sheeting left in place for the Contractor's convenience.
 - 3. No separate payment will be made for material used to provide crushed stone(#57) bedding and haunching. The cost of all bedding and haunching materials shall be included in the unit price bid for the item to which it relates except for trench stabilization.
 - 4. No additional payment will be made for improved bedding required to compensate for over excavation of the trench.
 - 5. Additional bedding required to compensate for removed unsuitable materials, as directed by the Engineer will be paid through the unit price bid for Trench Stabilization.
- D. Initial Backfill
 - 1. No separate payment shall be made for initial backfill.
 - 2. No separate payment shall be made for drying out the initial backfill material in order to meet the compaction requirements.
 - 3. No separate payment shall be made for the adding of moisture to the initial backfill materials in order to meet compaction requirements.
 - 4. No separate payment shall be made for providing select material if the unsuitable material cannot meet the compaction requirements.
- E. Final Backfill

1. No additional payment will be made for additional material.
2. No additional payment will be made for select backfill material. Payment for select material shall be included in the unit price bid for bursting and lining.
3. No additional payment will be made for disposal off site of surplus excavated materials.
4. No additional payment will be made for placing temporary crusher run backfill or granular material on top portion of trench on paved areas. Such cost shall be included as incidental item for constructing sewer lines.

2.06 TIE-IN TO EXISTING MANHOLE

- A. The unit price for pipe lining or pipe bursting shall include Tie-in to existing manhole, excavation, sheeting and shoring, dewatering, diverting of flow, grouting, rebuild invert, backfilling , related items and the furnishing of all labor, material, equipment and tools to complete the work.

2.07 REMOVE AND REPLACE PAVEMENT

A Payment for removing and replacing pavements will be made as a separate item based on the measured quantity at the unit price bid for pavement type. The quantity shall be defined by the limits indicated in the Standard Details.

B The unit price for Removing and Replacing Concrete Pavement shall include cutting, removing and disposing of existing pavement and replacing and compaction of base, subbase, concrete and all related items (Compacted backfill, ten inch concrete cap and 2 inches of asphalt topping).

2.09 GRASSING

- A. Payment for temporary grassing shall be paid separately from permanent grassing. Temporary grassing shall be applied to all disturbed area to be left exposed for a period greater than 14 days.
- B. The unit price for temporary grassing shall include spreading of fast growing seed, mulching, watering and all related items. No additional payment will be made for maintenance and repairing damaged work.
- C. Payment for permanent grassing shall be paid separately. Permanent grassing shall be applied to disturbed area where final grading and dress-up have been completed.
- D. The unit price for permanent grassing shall include fine grading of area disturbed, raking, pulverizing soil, removal of rocks, coarse soil and other objectionable materials, fertilizing, seeding, mulching , watering and all related items. No additional payment will be made for maintenance and repairing

damaged work.

- E. In no case shall one area be paid more than once for temporary and permanent grassing. Where an area is temporarily grassed, which is left permanently, as directed by the Engineer, shall only be paid once for temporary grassing. No additional payment shall be made for permanent grassing in this case.
- C. Payment for temporary and permanent grassing will be measured on a linear foot basis along the sewer line centerline at the unit price bid for Grassing.

2.10 SODDING

- A. Sodding shall be planted as directed by the Engineer. Payment for sodding will be made as a separate item based on measured quantity installed for any type. Unit price shall include preparation of surface to be planted as described in Permanent Grassing, installation of sod, rolling, compacting, watering, all related items including the furnishing of all labor, materials, equipment and tools necessary to complete the work.
- B. No additional payment will be made for maintenance and repairing damaged work.

2.11 SILT FENCE

- A. The cost for silt fencing for erosion control purposes, including all materials, labor, equipment and tools, as shown on the Drawings, specified or directed by the Engineer shall be included in the unit price bid for Silt Fence for various types.
- B. No additional payment will be made for the cost of maintenance and repair work for damaged work.
- C. No additional payment will be made for the cost of removal and disposal of used materials. Removal of silt fence shall be done only when construction area has been completely stabilized with permanent vegetation and all roadways and driveways have been paved and/or as directed by the Engineer.

2.12 MANHOLE REPLACEMENT

- A. The Engineer shall order the contractor to rebuild an existing precast concrete manhole if in his/her opinion the existing manhole is deteriorated or structurally unsound.
- B. Payment for replacement of existing manhole shall be measured based on vertical feet (vf) of manhole replaced. The unit price per VF shall include all materials, equipment, and labor necessary for the removal and disposal of existing manhole structure, dewatering or diversion pumping, installation of bedding stone, new concrete base, riser, cone, inverts and any connections or tie-ins.

2.13 PIGS-IN-A-BLANKET

- A. Pigs-in-a-blanket are used for inlet sediment trap, as shown on the Drawings, specified or as directed by the Engineer. Payment shall be measured based on quantity installed by linear foot. Unit price shall include fabric, blocks, wires and the

furnishing of all labor, materials, equipment and tools necessary for installation, maintenance, and disposal all wastes.

2.14 CLEAN-UP AND TESTING

- A. All costs for clean-up and testing shall be included in the unit price bid for pipe lining or pipe bursting. Final payment shall not be made for any length of line unless both testing and clean-up have been performed satisfactorily for that length of line for which payment is being requested.
- B. Testing of pipe shall be included in the unit price bid for Pipe lining or Pipe Bursting. No separate payment shall be made for associated pressure testing fees.
- C. The cost of moving and reestablishing man-made and landscape features, including labor, materials and equipment shall be included in the unit price bid for Sewer Line.

2.15 TASK ALLOWANCES

- A. General
 - 1. The Contractor shall include in the Total Bid all allowances stated in the Contract Documents. Task allowances shall only be utilized when directed by the Fulton County Engineer (Fulton County Project Manager). The allowances shall cover the net cost of the services provided by a firm selected by the County. The Contractor's handling costs, labor, overhead, profit and other expenses contemplated for the original allowance shall 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.
 - 3. No payment shall be provided for services, which fail to verify required results. The Contractor shall be responsible for payment of failed tests.
- 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. The County's authorized representative shall select a firm, which has a valid standby contract with the County and issue a notice to proceed describing the required services, duration of these services, and the not- to- exceed amount. Upon notification by the County, the Contractor shall issue a purchase order to the selected firm. The Contractor shall issue the selected firm with conformed contract documents and relevant updates.
- D. Documentation

1. Submit copies of the invoices with each periodic payment request from the firm providing the services. Clearly identify project information, date and type of service. Submit invoice back up for all direct expenses.
2. Submit reports documenting the results of services provided which verify compliance with the contract requirements.

A. Schedule of Task Allowances

1. **Soil, Asphalt and Concrete Testing**

Allow the amount provided in the Bid Schedule for the services of a geotechnical engineering firm and testing laboratory to verify soils conditions including trench excavation and backfill, pile bearing resistance, asphalt coring and density tests, testing of concrete cylinders and other similar issues as directed as directed by the Engineer. The presence of this allowance in no way relieves the Contractor of the responsibility of providing quality assurance of the work such as proper soil compaction, proper asphalt and concrete mixtures and other components of the work.

2. **Utility Conflict Resolution**

Allow the amount provided in the Bid Schedule to resolve any unforeseen utility conflicts including relocating and/or replacement. Payment for conflicts with existing utilities shall be made only when the sewer line can not be routed to avoid the conflict. No payment will be made for any delay or extra cost encountered by the Contractor due to protection, avoidance, or relocation of existing utilities, main or services or changing the horizontal or vertical alignment of the sewer line.

When deemed necessary as ordered by the Engineer, the Contractor shall perform exploratory excavation using special methods to locate existing utilities, where in his opinion cannot be done by conventional method due to difficulty and the potential danger that may occur. In this case, the Contractor shall submit a price to perform such work subject to approval by the Engineer. No work shall be performed unless authorized by the Engineer.

3. **Construction Surveying**

Allow the amount provided in the Bid Schedule for construction surveying by an independent surveying firm, selected by the Owner, to perform horizontal and vertical alignment checks at the discretion of the Engineer.

This allowance is solely for the use of the Owner at the Engineer's recommendation for verification of the Contractor's reference points, centerlines, and work performed. The presence of this allowance in no way relieves the Contractor of the responsibility of installing reference points, centerlines, temporary benchmarks, or verifying that the work has been performed accurately.

No payment shall be made for survey work performed by or for the Contractor in the reestablishment of reference points, benchmarks, including their restoration, as well as centerlines or baseline points.

ITEM 1100 CURED IN PLACE SEWER REPAIR

PART 1 GENERAL

1.01 WORK OF THIS SECTION

- A. The Work of this Section includes providing a cured-in-place pipe (CIPP) liner for the local repair of an isolated structural defect in a sanitary sewer pipeline. The liner shall be a smooth, hard, strong, and chemically inert. Additionally, the interior surface shall closely follow the contours of the host pipe.

1.02 RELATED SECTIONS

- A. The Work of the following Sections apply to the Work of this Section. Other Sections of the Specifications, not referenced below, shall also apply to the extent required for proper performance of the Work.
 - 1. Internal Sewer Condition Assessment
 - 2. Preconditioning Manholes and Sewers
 - 3. Flow Bypass and/or Diversion Pumping

1.03 STANDARD SPECIFICATIONS

- A. Except as otherwise indicated in this Section of the Specifications, the Contractor shall comply with the latest edition of the Standard Specifications for Public Works Construction together with the latest adopted editions of the Regional and Fulton County Supplement Amendments.

1.04 REGULATORY REQUIREMENTS

- A. The Work of this Section shall comply with the current versions, with revisions, of the following:
 - 1. OSHA 29 CFR 1910.146 (permit-required confined-space regulations)
- B. All work and testing shall comply with the applicable Federal codes, including Federal Occupational Safety and Health Act of 1970 and the Construction Safety Act of 1969, as amended, and applicable state and local codes and standards; and to the extent applicable with the requirements of the Underwriter's Laboratories, Inc. and the National Electric Code.

1.05 SPECIFICATIONS AND STANDARDS

- A. Except as otherwise indicated, the current editions of the following apply to the WORK of this Section:

ASTM C 581 Standard Practice for Determining Chemical Resistance of Thermosetting Resins Used in Glass-fiber-reinforced Structures Intended for Liquid Service.

ASTM D 790 Test Methods for Flexural Properties of Un-reinforced and Reinforced Plastics and Electrical Insulating Materials.

ASTM D 903 Standard Test Method for Peel or Stripping Strength of Adhesive Bonds

ASTM D 5813 Cured-In-Place Thermosetting Resin Sewer Pipe

ASTM F 1216 Standard Practice for Rehabilitation of Existing Pipelines and Conduits by the Inversion and Curing of a Resin-Impregnated Tube.

1.06 SHOP DRAWINGS AND SAMPLES

- A. Ten copies of each of the following shall be submitted:

1. Certified copies of test reports on physical properties and chemical resistance of the proposed resin.
2. Information from the resin manufacturer including specifications, characteristics, properties, and methods of application, including a written certification that the resin material is appropriate for the intended application.
3. Certified copies of test reports on CIPP coupons obtained during actual installation in the present CONTRACT.
4. Analysis of design criteria and calculations for CIPP thickness. The Contractor shall submit complete design calculations for each local repair together with an installation method statement to the Construction Manager for approval at least 14 (fourteen) days prior to installation. The installation method statement shall also include details concerning repairing sewer defects in conjunction with manholes, joints, laterals and infiltration. The installation method statement shall also include all requirements concerning quality control/quality assurance including testing of the material of which the local repair is made. Approval of the calculations shall not relieve the Contractor of any contractual obligations.
5. The Contractor shall include a typical schedule for "wet out" of the flexible tube in the method statement together with a typical insertion and (ambient) curing schedule/plan at the outset of the CONTRACT. For each and every local repair subsequently proposed the Contractor shall submit a schedule for "wet out" of the flexible tube together with the specific insertion and (ambient) curing schedule/plan at least 24 hours in advance of installation.

6. a. A written verification at least 2 days before commencing sealing that the sewer is free of obstructions and debris and is in suitable condition for repairs.
- b. Manufacturer's technical literature on the proposed repair system, including an affidavit attesting to the previous successful use of the material for repairing sewers.
7. Written certification from the manufacturer that the Contractor is an approved applicator of the repair materials.
8. Drawings and design calculations demonstrating adequacy of any proposed temporary working platforms. For the purpose of calculations, assume a wastewater velocity of 6 feet per second and the pipe to be treated is flowing full.
9. Describe the means and time required to remove a temporary platform system in the event of an emergency.

1.07 INSTALLER QUALIFICATIONS

- A. The Contractor or subcontractor performing the Work of this section shall be employees of the company manufacturing the CIPP system components or shall be licensed by the repair system manufacturer. Notwithstanding these requirements each and every individual installing the repair material shall be licensed by the repair system manufacturer.
- B. The Contractor shall comply with the following conditions before a local repair technique becomes accepted as a viable option on a repeat basis:
 1. A successful demonstration trial length of sewer pipeline requiring local repair or repairs shall be carried out including type and quality control tests as recommended by the manufacturer and in compliance with third party specification.
 2. The trial shall be carried out at the measured rate prior to approval for adoption by the Construction Manager of the local in-situ pipe repair system to prove that the equipment, materials and installation methodology are fully acceptable to meet local conditions.
 3. The Contractor shall allow in his rates for the continuous inspection, using pan, tilt CCTV of the local repair installation by the Construction Manager.
 4. All local repair elements shall be sealed against any form of infiltration.
 5. The Contractor shall allow for any further requirement of the Construction Manager subsequent to the trial, to modify the equipment, material and/or installation methodology in order to complete the work satisfactorily and meet all testing standards.

6. The Construction Manager shall formally accept the Contractor as having successfully completed the trial stage should this be the case.
7. The Contractor shall be registered on the Construction Manager's specialist listing for future work should five further local repair installations within the present CONTRACT be successful. The Construction Manager's decision to withhold a Contractor's registration or otherwise shall be final.

PART 2 PRODUCTS

2.01 MATERIALS

A. Flexible Tube

1. The flexible tube shall be one or more layers of needled felt or equivalent woven or non-woven material manufactured under quality controlled conditions set by the manufacturer. Tube shall be sized so that, when installed, it will fit snugly inside the existing sewer and produce the required thickness after the resin is cured.
2. The minimum length diameter ratio of the flexible tube shall be three to one. The tube shall effectively and fully span the repair area identified by the Construction Manager, with allowance for proper stretching or shrinkage due to pressure or expansion.
3. The tube shall contain no intermediate layers that shall delaminate after resin curing. It shall not be possible to separate any layers with a probe or knife blade such that the layers separate cleanly or the probe or knife blade moves freely between the layers.
4. Wall thickness of the local repair system shall be pre-tapered at the upstream and downstream edges to mitigate siltation and blockage problems. Alternative means of tapering local repairs will be considered.

B. Resin

1. The resin used to impregnate the tube shall produce a cured tube that shall be resistant to shrinkage, shall not corrode or oxidize, and shall also be resistant to abrasion from solids, grit, and sand in wastewater. The resin shall have proven resistance to the municipal wastewater environment that may comprise, as a minimum, any one or more of the following factors:
 - (a) Immersion in septic sewage at temperatures up to 85°F;
 - (b) Exposure in hydrogen sulfide gas from septic sewage at temperatures up to 85°F;
 - (c) Exposure to ultra-violet light (sunlight) at any stage prior to installation.
2. The internal wall color of the cured liner shall be white or light brown.
3. The chemical resistance of the resin system selected shall have been tested by the

resin manufacturer in accordance with ASTM C 581. Exposure to the chemical solution listed below shall result in a loss of not more than twenty percent of the initial physical properties when tested in accordance with ASTM C 581 for a period of not less than one year.

CHEMICAL SOLUTION	CONCENTRATION, %
Tap Water (pH 6-9)	100
Nitric Acid	5
Phosphoric Acid	10
Sulfuric Acid	10
Gasoline	100
Vegetable Oil	100
Detergent or Soap	0.1

4. The resin system shall be manufactured by a company selected by the CIPP supplier. Only polyester and vinyl ester resins complying with the following requirements shall be used.
5. Polyester Resin. A resin created by reaction products between isophthalic/terathalic acid, maleic anhydride, and a glycol characterized by reactive unsaturation located along the molecular chain. This resin is compounded with a reactive styrene monomer and reacted together with initiators/promoters to produce cross-linked copolymer matrices.
6. Vinyl Ester Resin. A resin created by reaction products of epoxy resins with methacrylic acid and characterized by reactive unsaturation located in terminal positions of the molecular chain. This resin is compounded with a reactive styrene monomer and reacted together with initiators/promoters to produce cross-linked copolymer matrices.

C. CIPP Properties

1. The CIPP after curing shall meet the minimum structural properties listed below:

PROPERTY	REFERENCE	MINIMUM VALUE
Flexural Strength	ASTM D 790	4,500 psi
Flexural Modulus of Elasticity	ASTM D 790	250,000 psi

D. CIPP Thickness

- The minimum CIPP lining thickness after curing shall be as follows:

Nominal Sewer Diameter (inches)	Minimum thickness of lining (mm)
6	3.0
9	6.0
12	6.0
15	6.0
18	9.0
21	9.0
24	12.0
27	12.0
30	12.0
33	12.0
36	15.0
42	15.0
48	15.0

- The contractor shall submit a table of minimum CIPP thicknesses (after curing) based on the approved manufacturer selected. The table shall be in the format below:

48	MINIMUM CIPP THICKNESS			
54 NOMINAL				
SEWER DIAMETER (INCHES)	PIPE INVERT DEPTH			
	Up to 10 feet (in)	10 - 15 feet (in)	15 - 20 feet (in)	20-25 feet (in)
12				
15				
18				
21				
24				
30				
36				
42				

3. minimum thickness for the CIPP after curing shall be calculated based on the following design conditions:
 - a. No vehicular loading if more than four feet below constructed pavement level, unless otherwise specified.
 - b. The existing sewer is considered to have an ovality of not greater than 10 percent in circumference.
 - c. The CIPP is subjected to a full soil load of 120 pounds per cubic foot.
 - d. The CIPP is subjected to traffic live loads as calculated by AASHTO Standard Specifications for Highway Bridges, HS-20-44 Highway Loading.
 - e. The modulus of soil reaction for pipe zone backfill material is 1000 psi.
 - f. The CIPP is subject to a groundwater elevation at ground surface].
 - g. The long-term flexural strength and long-term flexural modulus of elasticity for CIPP is equivalent to 50 percent of the initial flexural strength and initial flexural modulus of elasticity, respectively, as measured in accordance with ASTM D 790.
 - h. The minimum overall factor of safety is 2.0.
 - i. The design life of the CIPP repair shall be 50 years.
4. The thickness of the CIPP shall be within minus 5 percent and plus 10 percent of the minimum thickness. Thickness greater than required shall not be allowed if hydraulic capacity of the pipe is reduced. The required thickness shall be measured accurately using properly calibrated calipers.

2.02 MANUFACTURER

- A. All materials shall be as manufactured by Insituform Technologies, Inc., Inliner U.S.A., Inc. or equivalent.

PART 3 EXECUTION

3.01 DELIVERY, STORAGE, AND HANDLING

- A. If the flexible tube is impregnated with resin at the factory, it shall be transported, installed, and cured before expiration of the shelf life.
- B. Impregnated tube shall be stored and transported under refrigerated, ultraviolet light-free conditions.
- C. No cuts, tears, or abrasions shall occur during handling. The Construction Manager may inspect the tube before it is placed into the host pipe.

3.02 TEMPORARY FLOW BYPASS AND DIVERSION PUMPING

- A. Temporary Flow Bypass and Diversion Pumping shall be included in the unit price bid for pipe lining, bursting or Manhole rehabilitation.

3.03 PRE-INSTALLATION CLEANING AND INSPECTION

- A. Preconditioning and Cleaning shall be carried out in accordance with the specification for preconditioning and cleaning. In addition to the requirements of preconditioning and Cleaning the Contractor shall, immediately prior to installation of the local repair, high pressure flush and vacuum every sewer section to be rehabilitated and repaired including pertinent manholes, and remove any root or grease buildup that may obstruct the spot repair operations.
- B. All debris removed from the sewer during cleaning shall be transported in watertight containers to the Owner's treatment plant as directed, unless directed otherwise, and discharged as directed by authorized personnel.

3.04 GENERAL INSTALLATION PROCEDURES

A. Wet Out

1. Thoroughly saturate flexible tube prior to installation. Catalyst system or additives compatible with the resin and flexible tube shall be as recommended by the manufacturer.
2. Handle the resin impregnated flexible tube to retard or prevent resin setting until it is ready for insertion.

B. Insertion

1. Insert flexible tube through an existing manhole by means of procedure approved by the manufacturer.
2. The addition of water, air, or steam pressure shall be adjusted to cause the impregnated flexible tube to invert from manhole to manhole, holding the tube tight against the host sewer pipe.

C. Curing

1. Unless instructed otherwise the local repair installation shall be monitored by CCTV and resulting VHS video presented to the Construction Manager. The video shall incorporate all other video footage of the rehabilitated pipeline.
2. If feasible gauges shall be placed between impregnated tube and invert of the original pipe to monitor outside liner temperatures during resin curing process.
3. The Contractor shall complete a process control sheet for each and every local repair completed. The form of the process control sheet shall be as directed by the Construction Manager. Initial cure may be considered completed when exposed portions of the flexible tube pipe take a hard set and temperatures are adequate, as recommended by the manufacturer.

- D. Lateral Introduction: Any lateral introduced into the sewer being treated at the location of the local repair shall be introduced into the patch with at least one lateral-connection-pipe-diameter local repair material outside the lateral;
- E. Finished Pipe: The finished CIPP shall be continuous and free from visual defects such as foreign inclusions, dry spots, pinholes, delamination, and wrinkles larger than 2 percent of the diameter. Any section of lining with such defects shall be removed and replaced at no additional cost to the Owner.

3.05 MANHOLES

- A. Where the local repair impinges on an adjacent manhole, the local repair shall make a tight seal at the manhole opening with no annular gaps. Under these circumstances, a ¼ (below 18" diameter) to 1/2-inch-diameter (above 18" diameter) activated Oakum band soaked in sealant shall be applied circumferentially.
- B. Use an approved epoxy mortar or similar material to form a smooth transition to eliminate sharp edges of CIPP, within the host pipe and in manholes at the concrete bench, and channel invert. Build up and smooth invert of manhole to match flow line of new CIPP.

3.06 FIELD TESTING

- A. Obtain corresponding sample of cured local repair material according to ASTM F 1216 for flexural properties and analyze according to ASTM D 790 and as directed by the Construction Manager. Analysis shall be performed by an independent laboratory acceptable to the Owner. Submit the report to the Construction Manager.
- B. A corresponding sample of local repair material from the testing above shall be subject to delamination tests by aggressively prying and separation into layers with a knife or sharp-edged instrument. No separation shall be possible. Results shall be included in the report above.
- C. After curing, perform leakage or any other such test as required by the Construction Manager. Repair if necessary and retest.

3.07 POST-TELEVISIONING OF COMPLETED WORK

- A. Submit to the Construction Manager a color VHS video tape showing completed Work.
- B. Correction of failed CIPP or CIPP deemed defective from post-installation television inspection or test reports for structural values, thickness, etc., shall be repaired at no extra cost to the Owner. Method of repair, which may require field or workshop demonstration, shall be approved by the Construction Manager.
- C. An internal condition survey shall be allowed for in the Contractor's installation rates to be carried out one year following the installation of the repair. Should any fault be found with the repair the fault shall be rectified as specified by the Owner. Rectification may include complete removal and renewal of the previously installed repair and re-inspection one year later. Correction of failed CIPP or CIPP deemed defective from mid-warranty internal condition inspection or test reports for structural values, thickness, etc., shall be repaired or replaced at no extra cost to the Owner.

PART 4 WARRANTY

4.01 MATERIAL WARRANTY

- A. A written guarantee of 5 years shall be provided by the Manufacturer against any breakdown of the material effectiveness of the structural repair elements.

4.02 WORKMANSHIP WARRANTY

- A. **A written guarantee of 2 years minimum shall be provided by the Contractor against any shortcoming in workmanship.**

END OF SECTION

1200**CLEARING AND GRUBBING**

PART 1 - GENERAL

1.01 SCOPE

- A. Clearing and grubbing includes, but is not limited to, removing from the Project site, trees, stumps, roots, brush, structures, abandoned utilities, trash, debris and all other materials found on or near the surface of the ground in the construction area and understood by generally accepted engineering practice not to be suitable for construction of the type contemplated. Precautionary measures that prevent damage to existing features to remain is part of the Work.
- B. Clearing and grubbing operations shall be coordinated with temporary and permanent erosion and sedimentation control procedures.

1.02 QUALITY ASSURANCE

- A. The Contractor shall comply with applicable codes, ordinances, rules, regulations and laws of local, municipal, state or federal authorities having jurisdiction over the Project. All required permits of a temporary nature shall be obtained for construction operations by the Contractor.
- B. Open burning will not be allowed.

1.03 JOB CONDITIONS

- A. Location of the Work: The area to be cleared and grubbed is shown schematically on the Drawings or specified below. It includes all areas designated for construction.

PART 2 - PRODUCTS

2.01 EQUIPMENT

- A. The Contractor shall furnish equipment of the type normally used in clearing and grubbing operations including, but not limited to, tractors, trucks, loaders and root rakes.

PART 3 - EXECUTION

3.01 SCHEDULING OF CLEARING

- A. The Contractor shall clear at each construction site only that length of the right-of-way, permanent or construction easement which would be the equivalent of one month's pipe laying.

- B. The Engineer may permit clearing for additional lengths of the pipe line provided that temporary erosion and sedimentation controls are in place and a satisfactory stand of temporary grass is established. Should a satisfactory stand of grass not be possible, no additional clearing shall be permitted beyond that specified above.
- C. A satisfactory stand of grass shall have no bare spots larger than one square yard. Bare spots shall be scattered and the bare area shall not comprise more than one percent of any given area.

3.02 CLEARING AND GRUBBING

- A. Clear and grub the permanent easement or 10 feet, whichever is greater on each side of the pipeline before excavating. Remove all trees, growth, debris, stumps and other objectionable matter. Clear the construction easement or road right-of-way only if necessary.
- B. Materials to be cleared, grubbed and removed from the Project site include, but are not limited to, all trees, stumps, roots, brush, trash, organic matter, paving, miscellaneous structures, houses, debris and abandoned utilities.
- C. Grubbing shall consist of completely removing roots, stumps, trash and other debris from all graded areas so that topsoil is free of roots and debris. Topsoil is to be left sufficiently clean so that further picking and raking will not be required.
- D. All stumps, roots, foundations and planking embedded in the ground shall be removed and disposed of. Piling and butts of utility poles shall be removed to a minimum depth of two feet below the limits of excavation for structures, trenches and roadways or two feet below finish grade, whichever is lower.
- E. Landscaping features shall include, but are not necessarily limited to, fences, cultivated trees, cultivated shrubbery, property corners, man-made improvements, subdivision and other signs within the right-of-way and easement. The Contractor shall take extreme care in moving landscape features and promptly re-establishing these features. Fences shall be provided with a gate across the permanent easement. Existing structures shall be relocated such that they are off the easement.
- F. Surface rocks and boulders shall be grubbed from the soil and removed from the site if not suitable as rip rap.
- G. Where the tree limbs interfere with utility wires, or where the trees to be felled are in close proximity to utility wires, the tree shall be taken down in sections to eliminate the possibility of damage to the utility.
- H. Any work pertaining to utility poles shall comply with the requirements of the appropriate utility.
- I. All fences adjoining any excavation or embankment that, in the Contractor's opinion, may be damaged or buried, shall be carefully removed, stored and replaced. Any fencing that, in the Engineer's opinion, is significantly damaged shall be replaced with new fence material.

- J. The Contractor shall exercise special precautions for the protection and preservation of trees, cultivated shrubs, sod, fences, etc. situated within the limits of the construction area but not directly within excavation and/or fill limits. The Contractor shall be held liable for any damage the Contractor's operations have inflicted on such property.
- K. The Contractor shall be responsible for all damages to existing improvements resulting from Contractor's operations.

3.03 DISPOSAL OF DEBRIS

The debris resulting from the clearing and grubbing operation shall be hauled to a disposal site secured by the Contractor and shall be disposed of in accordance with all requirements of federal, state, county and municipal regulations. No debris of any kind shall be deposited in any stream or body of water, or in any street or alley. No debris shall be deposited upon any private property except with written consent of the property owner. In no case shall any material or debris be left on the Project, shoved onto abutting private properties or buried on the Project.

END OF SECTION

1300**CONTROL OF MATERIALS***PART I - GENERAL*

1.01 WORK INCLUDED

- A. The Contractor shall submit to the Engineer for review a list of the source of supply for all materials and equipment before orders are placed.

1.02 REFERENCE STANDARDS

- A. American Society of Testing Materials (ASTM)
- B. American Concrete Institute (ACI)

PART 2 - MATERIALS

2.01 QUALITY OF MATERIALS

- A. Suppliers of reinforcing steel, fabricated metal work, and metal castings may be required to submit guarantees of conformity with Drawings and Specifications.
- B. Representative preliminary samples of the character and quantity prescribed may be submitted by the Contractor or manufacturer for examination and tested in accordance with the standard tests of materials.
- C. Only materials conforming to the requirements of the Specifications and approved by the Engineer shall be used in the project.
- D. All materials proposed to be used may be inspected or tested at any time during their preparation and use.
- E. If it is found that the sources of supply which have been accepted do not furnish a uniform product, or if the product from any source proves unacceptable at any time, the Contractor shall furnish material from other acceptable sources.
- F. No material which, after acceptance, has in any way become unfit for use shall be used in the work.

2.02 TESTING OF MATERIALS

- A. Unless otherwise specified, standard tests of materials shall be in accordance with the Specifications and tests of the American Society of Testing Materials, and by a commercial testing laboratory approved by the Engineer.
- B. Reports of tests shall promptly be furnished to the Engineer.

C. Tests shall be arranged by the Contractor with the cost of all tests paid for by the Contractor unless otherwise specified.

2.03 MATERIAL SCHEDULE AND TESTS

A. The following schedule of materials and the standard tests to which each is to be subjected is given for the Contractor's guidance, latest revision of standard specifications shall apply.

1. Portland Cement:

a. Any quantity - Certificate of mill test to be furnished by producers of laboratory tests Made as per ASTM C- 150.

2. Sand: For use in Portland Cement Concrete:

a. Any quantity - Tests to indicate conformity with ASTM C-33.

3. Stone and Gravel: For use in Portland Cement Concrete: (Coarse aggregate)

a. Any quantity - Similar to Sand

4. Portland Cement Concrete: Cylinder Compression Tests of Concrete placed in the work, from three sets of three cylinders from the same batch of concrete for each day's placing of each class of concrete of each 50 cubic yards or fraction thereof. One set shall be broken at seven days, one at 28 days, and one set held in reserve.

5. Ductile Iron Pipe, and Special Castings:

a. Any quantity - Certified tests furnished by foundry; field tests for dimensions, coating and holes; hammer test.

6. Structural Steel:

a. Any quantity - Field inspection for rust, shape, and dimensions.

b. 25 to 200 tons - Independent shop inspection and certified copies of mill tests.

c. For structures and Buildings - See ASTM A-36.

7. Concrete Reinforcement Steel:

a. Up to 50 thousand pounds - Field inspection for rust, shape and dimensions.

b. 50 thousand pounds and up - Independent laboratory inspection as per ASTM A-615 and A-82

END OF SECTION

1400**INSPECTION OF WORK**

1.01 ENGINEER'S INSPECTION

- A. The Engineer shall have the right of access to and inspection of the work at all times. Materials, equipment and products shall be subject to the Engineer's review as specified herein.
- B. The Engineer is responsible for general surveillance of the work on behalf of the Owner. The Engineer is not responsible for construction means, methods, sequences, or procedures or for safety precautions and programs in connection with the work. The Engineer is not responsible for supervision of the work and shall not give instruction to the Contractor's personnel as to methods of execution of the work. The Engineer is not responsible for the Contractor's failure to carry out the work in accordance with the Contract Documents.

1.02 CONTRACTOR'S DUTIES

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

1.03 RIGHT OF ENTRY

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

END OF SECTION NO. 01420

END OF SECTION 9

SECTION 10

BID FORM

BID # ITB XXXXXXXXXXXX

2005 STANDBY MISCELLANEOUS PIPE LINING AND PIPE BURSTING BID

TO THE BOARD OF COMMISSIONERS, FULTON COUNTY, GEORGIA

Submitted _____, 200__

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 or Bid; and that it is in all respects fair and in good faith without collusion or fraud.

The Bidder if selected will work diligently to provide construction services as needed on individually assigned Pipe bursting or pipe lining projects. The selected contractor will perform all work and adhere to Fulton County drawings, specifications, general conditions and will furnish all related contact documents as requested by Fulton County. 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 Bidder agrees hereby to commence work under this Contract, with adequate personnel and equipment on a date to be specified in a written order (Notice to Proceed) by the Owner and to fully complete all work under this Contract within the allotted time specified in the individual projects Notice to Proceed. Failure to work diligently on assigned projects and to complete assigned work in the allotted time could result in liquidated damages in the amount of **\$1000.00 per** calendar day the work is not completed.

The Bidder declares that he understands that the unit price quantities submitted in the bid are fixed unit price items and shall not be subject to any increase for the duration of this contract. Payment for work will be based on the actual work and quantities used in relation to the unit price provided by the bidder. Quantities for the unit price items are subject to either increase or decrease, and 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 of 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.

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.

Bidder acknowledges receipt of Addenda:

BIDDER: _____

Signed by: _____

[Type or Print Name]

Title: _____

Business Address: _____

Business Phone: _____

Bidder's Contractor License No: _____

[State/County]

License Expiration Date: _____

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.

SCOPE OF WORK AND BID PRICE

This contract is for the miscellaneous installation of pipe liner (HDPE or Cast in place), pipe bursting, and rehabilitation of manholes for damaged or insufficient sanitary sewer lines. All work shall be in accordance with Fulton County construction specifications and any accompanying plans.

The work covered in this contract includes the furnishing of all labor, materials, tools, equipment and required incidentals and performing all operations in connection with the complete rehabilitation of existing deteriorated sanitary sewer pipe and manholes through the processes of pipe bursting, pipe slip lining, cast-in place liner and manhole rehabilitation.

The Pipe Bursting process is defined as the reconstruction of sanitary sewer pipe by the bursting of the host pipe and inserting new High Density Polyethylene (HDPE) Pipe of specified size. The HDPE pipe shall extend the full length of the existing pipe and shall provide a structurally sound, impermeable, jointless pipe. All service connections must be reestablished (when required) once the HDPE has been installed. Launch pits or receiving pits shall be the responsibility of the contractor and included in the pipe installation bid cost.

The slip lining process is defined as the reconstruction of sanitary sewer pipe by the insertion of a new High Density Polyethylene (HDPE) pipe of specified size into the host pipe. The HDPE pipe shall extend the full length of the existing pipe and shall provide a structurally sound, impermeable, and joint less pipe. Launch pits or receiving pits shall be the responsibility of the contractor and included in the pipe installation bid cost.

The Cast-In –Place lining process is defined as the reconstruction of sanitary sewer pipe by the insertion of a composite uncured liner into the pipe and then cured in place using high temperature steam or hot water to inflate the liner. Launch pits or receiving pits shall be the responsibility of the contractor and included in the pipe installation bid cost. See Section 9-8, Item 1100 for specifications for cast-in place liner.

Manhole rehabilitation shall include lining of deteriorated manholes with a County approved liner application. The liner shall be certified by the manufacture to withstand ground water infiltration, acidic corrosion and add structural integrity to an existing manhole structure. The following are minimum Fulton County Standards and Specifications for manhole rehabilitation:

**MANHOLE REHABILITATION CRITERIA
FOR MANOLES UP TO 8 FEET DEEP**

<p>MANHOLES SUSCEPTIBLE TO LARGE AMOUNTS OF H2S (Drop manholes & manholes with force main discharge connection)</p> <p>METHOD OF APPLICATION Cured in Place</p> <p>PRIMARY MATERIALS Fiberglass/Resin</p> <p>PRECONDITIONING Be able to apply liner without the need to repair all surface defects and stop all leaks</p> <p>APPLICATION TIME 8 hours or less</p> <p>CURING TIME 8 hours or less</p> <p>CHEMICAL RESISTANCE (Redner Test, County Sanitation Districts of Los Angeles) Less than or equal to 5</p> <p>STRUCTURAL PARAMETERS Compressive Strength (psi) - 9,000 Flexural Strength (psi) - 15,000 Tensile Strength (psi) - 7,500 Bond Strength (psi) - 1,500</p> <p>WARRANTY 10 years</p>	<p>MANHOLES IN FLOOD PLAINS SUSCEPTIBLE TO INFILTRATION</p> <p>METHOD OF APPLICATION Cured in Place</p> <p>PRIMARY MATERIALS Fiberglass/Resin</p> <p>PRECONDITIONING Be able to apply liner without the need to repair all surface defects and stop all leaks</p> <p>APPLICATION TIME 8 hours or less</p> <p>CURING TIME 4 hours or less</p> <p>CHEMICAL RESISTANCE (Redner Test, County Sanitation Districts of Los Angeles) Less than or equal to 5</p> <p>STRUCTURAL PARAMETERS Compressive Strength (psi) - 9,000 Flexural Strength (psi) - 15,000 Tensile Strength (psi) - 7,500 Bond Strength (psi) - 1,500</p> <p>WARRANTY 10 years</p>	<p>MANHOLES IN DANGER OF STRUCTURAL COLLAPSE</p> <p>METHOD OF APPLICATION Cured in Place</p> <p>PRIMARY MATERIALS Fiberglass/Resin</p> <p>PRECONDITIONING Be able to apply liner without the need to repair all surface defects and stop all leaks</p> <p>APPLICATION TIME 8 hours or less</p> <p>CURING TIME 4 hours or less</p> <p>CHEMICAL RESISTANCE (Redner Test, County Sanitation Districts of Los Angeles) Less than or equal to 5</p> <p>STRUCTURAL PARAMETERS Compressive Strength (psi) - 9,000 Flexural Strength (psi) - 15,000 Tensile Strength (psi) - 7,500 Bond Strength (psi) - 1,500</p> <p>WARRANTY 10 years</p>
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<p>EXPERIENCE 10,000 manholes or more</p>	<p>EXPERIENCE 10,000 manholes or more</p>	<p>EXPERIENCE 10,000 manholes or more</p>
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**MANHOLE REHABILITATION CRITERIA
FOR MANHOLES GREATER THAN 8 FEET DEEP, LESS THAN 20 FEET**

<p>MANHOLES SUSCEPTIBLE TO LARGE AMOUNTS OF H2S (Drop manholes & manholes with force main discharge connection)</p> <p>METHOD OF APPLICATION Cured in Place</p> <p>PRIMARY MATERIALS Fiberglass/Resin</p> <p>PRECONDITIONING Be able to apply liner without the need to repair all surface defects and stop all leaks</p> <p>APPLICATION TIME 8 hours or less</p> <p>CURING TIME 8 hours or less</p> <p>CHEMICAL RESISTANCE (Redner Test, County Sanitation Districts of Los Angeles) Less than or equal to 5</p> <p>STRUCTURAL PARAMETERS Compressive Strength (psi) - 9,000</p>	<p>MANHOLES IN FLOOD PLAINS SUSCEPTIBLE TO INFILTRATION</p> <p>METHOD OF APPLICATION Cured in Place</p> <p>PRIMARY MATERIALS Fiberglass/Resin</p> <p>PRECONDITIONING Be able to apply liner without the need to repair all surface defects and stop all leaks</p> <p>APPLICATION TIME 8 hours or less</p> <p>CURING TIME 4 hours or less</p> <p>CHEMICAL RESISTANCE (Redner Test, County Sanitation Districts of Los Angeles) Less than or equal to 5</p> <p>STRUCTURAL PARAMETERS Compressive Strength (psi) - 9,000</p>	<p>MANHOLES IN DANGER OF STRUCTURAL COLLAPSE</p> <p>METHOD OF APPLICATION Cured in Place</p> <p>PRIMARY MATERIALS Fiberglass/Resin</p> <p>PRECONDITIONING Be able to apply liner without the need to repair all surface defects and stop all leaks</p> <p>APPLICATION TIME 8 hours or less</p> <p>CURING TIME 4 hours or less</p> <p>CHEMICAL RESISTANCE (Redner Test, County Sanitation Districts of Los Angeles) Less than or equal to 5</p> <p>STRUCTURAL PARAMETERS Compressive Strength (psi) - 9,000</p>
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Flexural Strength (psi) - 7,500 Tensile Strength (psi) - 5,000 Bond Strength (psi) - 1,500 WARRANTY 10 years EXPERIENCE 10,000 manholes or more	Flexural Strength (psi) - 7,500 Tensile Strength (psi) - 5,000 Bond Strength (psi) - 1,500 WARRANTY 10 years EXPERIENCE 10,000 manholes or more	Flexural Strength (psi) - 7,500 Tensile Strength (psi) - 5,000 Bond Strength (psi) - 1,500 WARRANTY 10 years EXPERIENCE 10,000 manholes or more
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**MANHOLE REHABILITATION CRITERIA
FOR MANHOLES GREATER THAN 20 FEET DEEP**

MANHOLES SUSCEPTIBLE TO LARGE AMOUNTS OF H2S (Drop manholes & manholes with force main discharge connection) METHOD OF APPLICATION Cured in Place PRIMARY MATERIALS Fiberglass/Resin PRECONDITIONING Be able to apply liner without the need to repair all surface defects and stop all leaks APPLICATION TIME 8 hours or less CURING TIME 8 hours or less CHEMICAL RESISTANCE	MANHOLES IN FLOOD PLAINS SUSCEPTIBLE TO INFILTRATION METHOD OF APPLICATION Cured in Place PRIMARY MATERIALS Fiberglass/Resin PRECONDITIONING Be able to apply liner without the need to repair all surface defects and stop all leaks APPLICATION TIME 8 hours or less CURING TIME 4 hours or less CHEMICAL RESISTANCE	MANHOLES IN DANGER OF STRUCTURAL COLLAPSE METHOD OF APPLICATION Cured in Place PRIMARY MATERIALS Fiberglass/Resin PRECONDITIONING Be able to apply liner without the need to repair all surface defects and stop all leaks APPLICATION TIME 8 hours or less CURING TIME 4 hours or less CHEMICAL RESISTANCE
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<p>(Redner Test, County Sanitation Districts of Los Angeles) Less than or equal to 5</p> <p>STRUCTURAL PARAMETERS Compressive Strength (psi) - 9,000 Flexural Strength (psi) - 15,000 Tensile Strength (psi) - 7,500 Bond Strength (psi) - 1,500</p> <p>WARRANTY 10 years</p> <p>EXPERIENCE 10,000 manholes or more</p>	<p>(Redner Test, County Sanitation Districts of Los Angeles) Less than or equal to 5</p> <p>STRUCTURAL PARAMETERS Compressive Strength (psi) - 9,000 Flexural Strength (psi) - 15,000 Tensile Strength (psi) - 7,500 Bond Strength (psi) - 1,500</p> <p>WARRANTY 10 years</p> <p>EXPERIENCE 10,000 manholes or more</p>	<p>(Redner Test, County Sanitation Districts of Los Angeles) Less than or equal to 5</p> <p>STRUCTURAL PARAMETERS Compressive Strength (psi) - 9,000 Flexural Strength (psi) - 15,000 Tensile Strength (psi) - 7,500 Bond Strength (psi) - 1,500</p> <p>WARRANTY 10 years</p> <p>EXPERIENCE 10,000 manholes or more</p>
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3.1 BID SCHEDULE FOR THE 2005 STANDBY MISCELLANEOUS PIPE BURSTING AND PIPE LINING CONTRACT

SUBMITTED BID PRICING SHEET

FOR: _____

	DESCRIPTION	QTY.	UNIT COST	AMOUNT
1.	PIPE BURSTING: Bids should include all labor, materials, and equipment necessary to burst existing pipe and pull an HDPE liner <u>to</u> the following pipe sizes. The HDPE Pipe, reconstruction of Manhole inverts, reconnecting service connections, pressure testing and any diversion pumping should be included in the unit bid prices. Launch pits or receiving pits shall be the responsibility of the contractor and included in the bursting cost.			
A	Burst 8" to 10" diameter	1000 LF	\$	\$
B	Burst 10" to 12" diameter	1000 LF	\$	\$
C	Burst 12" to 12 inch diameter	1000 LF	\$	\$
2.	HDPE PIPE LINING: Bids should include all labor, materials, and equipment to line existing sewer mains with High Density Polyethylene pipe (HDPE). Reconnecting service connections, reconstructing manhole inverts and diversion pumping should be included in the unit bid prices. Launch pits or receiving pits shall be the responsibility of the contractor and included in the pipe installation cost.			
A	8-IN DIAMETER	1000 LF	\$	\$
B	10-IN DIAMETER	1000 LF	\$	\$
C	12-IN DIAMETER	1000 LF	\$	\$
3.	CAST-IN-PLACE PIPE LINING: Bids should include all labor, materials, and equipment to line existing sewer mains with a resin impregnated liner. Reconnecting service connections, reconstructing manhole inverts and diversion pumping should be included in the bid prices. Launch pits or receiving pits shall be the responsibility of the contractor and included in the pipe installation cost.			
A	8-IN DIAMETER	1000 LF	\$	\$
B	10-IN DIAMETER	1000 LF	\$	\$
C	12-IN DIAMETER	1000 LF	\$	\$
4.	EROSION CONTROL			
A	PERMANENT GRASSING	500 SY		
B	SODDING	100 SY		
C	TYPE A SILT FENCE	1000 LF		

D	TYPE C SILT FENCE	1000 LF		
E	PIGS IN A BLANKET	200 LF		

SUBMITTED BID PRICING SHEET

FOR: _____

	DESCRIPTION	QTY.	UNIT COST	AMOUNT
5.	4 FOOT DIAMETER MANHOLE REHABILITATION The work Includes all labor, equipment, tools and materials. The liner must meet or exceed the standards and specifications for each type and depth as stated in the section for Scope of Work.			
A	MANHOLES SUSCEPTIBLE TO LARGE AMOUNTS OF H2S (Drop manholes & manholes with force main discharge connection)			
1	Up to 8 Foot Manhole Depth	200 VF		
2	8 Foot to 20 Foot Manhole Depth	200 VF		
3	Greater than 20 Foot Manhole Depth	200 VF		
B	MANHOLES IN FLOOD PLAINS SUSCEPTIBLE TO INFILTRATION			
1	Up to 8 Foot Manhole Depth	200 VF		
2	8 Foot to 20 Foot Manhole Depth	200 VF		
3	Greater than 20 Foot Manhole Depth	200 VF		
C	MANHOLES IN DANGER OF STRUCTURAL COLLAPSE			
1	Up to 8 Foot Manhole Depth	200 VF		
2	8 Foot to 20 Foot Manhole Depth	200 VF		
3	Greater than 20 Foot Manhole Depth	200 VF		
6.	PAVING – FULTON COUNTY STANDARD CUT AND PAVE. Includes compacted backfill, minimum ten inch concrete cap and two inch asphalt topping.			
A	FULTON COUNTY STADARD UTILITY CUT AND PAVE	200 SY		
7.	MOBILIZATION			
A	PER INDIVIDUAL PROJECT	10 EACH	\$	\$

SUBMITTED BID PRICING SHEET

FOR: _____

	DESCRIPTION	QTY.	UNIT COST	AMOUNT
8.	TASK ALLOWANCES- WORK TO BE DETERMINED BY A FULTON COUNTY REPRESENTATIVE			
A	UTILITY CONFLICT RESOLUTION	LS	\$ 10,000.00	\$10,000.00
B	SOIL, ASPHALT, AND CONCRETE TESTING	LS	\$ 10,000.00	\$10,000.00
C	CONSTRUCTION SURVEYING	LS	\$ 5,000.00	\$5,000.00
	TOTAL SUBMITTED BID AMOUNT		\$	

For furnishing all products and performing all labor necessary for the construction and completion of assigned miscellaneous water system services and improvements as entitled, the bidder submits a bid in the amount of:

TOTAL BID AMOUNT:

_____ Dollars

2005 STANDBY MISCELLANEOUS PIPE BURSTING AND PIPE LINING CONTRACT

The undersigned hereby agrees to complete all work on the assigned individual projects within the agreed upon days specified in a written Notice To Proceed. He further agrees that the Owner may retain from the monies that are or which may become due the amount of One Thousand (1,000.00) Dollars for each and every consecutive calendar day the completion of the Work may be delayed beyond the time specified, and such amount so to be retained, is hereby agreed to be liquidated damages occurring to the Owner indigent to such delay. Time is of the essence in the performance of the Work. No verbal authorization for the commencement of work is considered valid. Only work authorized in a written Notice to Proceed and signed by the Director of Public Works or an assigned representative will be considered valid.

Signed this _____ **day of** _____ **2005.**

Contractor: _____

By: _____

END OF SECTION 10