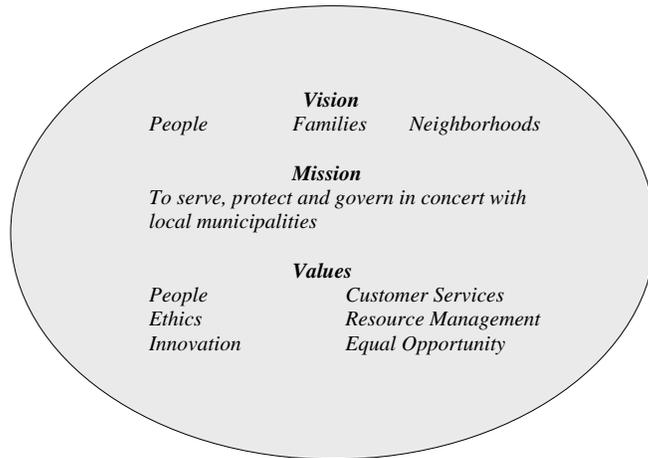




FULTON COUNTY



INVITATION TO BID O8ITB63800K-DB

S-231 MARSH CREEK PUMP STATION

VOLUME I of 2

For

DEPARTMENT OF PUBLIC WORKS

BID DUE DATE AND TIME: Monday February 2, 2009 11:00A.M.
BID ISSUANCE DATE: Thursday December 11, 2008
PRE-BID CONFERENCE DATE: Thursday January 8, 2009 9:30 A.M.
PURCHASING CONTACT: Darlene Banks, Assistant Purchasing Agent
E-MAIL: darlene.banks@fultoncountyga.gov

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

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INVITATION TO BID
S231 MARSH CREEK PUMP STATION
08ITB63800K-DB

Sealed Bids for furnishing all materials, labor, tools, equipment and appurtenances necessary for the demolition of the existing and construction of the new **MARSH CREEK PUMP STATION** will be received by the **Fulton County Department of Purchasing and Contract Compliance at 130 Peachtree Street, S.W. Suite 1168 Atlanta, GA 30303, until 11:00a.m., local time, on Monday February 2, 2009**, and then at said office publicly opened and read aloud.

Description of Project:

The Project consists of obtaining all permits, furnishing all materials and equipment, and performing all labor necessary for the demolition of existing structures and construction of the new Marsh Creek Pump Station. The Project consists of the following major elements: construction of a new submersible pump station, new pump equipment and housing, demolition of the existing pump station, demolition of existing structures, final grading of the site as shown in the plans. The contractor shall be responsible for adherence to all Federal, State and local municipality requirements for demolition and debris removal.

Permits / Easements

The work will be performed within existing County owned property. The Contractor is responsible for any temporary construction easements that may be required for the construction.

A land disturbance and building permit application have been submitted to the City of Sandy Springs for review. Georgia Environmental Protection Division has reviewed and approved the Drawings and Specifications. It is the Contractor's responsibility to notify the Issuing Authority if the means and methods used require land disturbance beyond the defined limit of disturbance. **All fees associated with the permits must be paid for by the Contractor. The costs for the permit fees will be reimbursed to the Contractor under Allowances, Permit Fees.** No other permits have been applied for; any other permits required such as Demolition permit and asbestos abatement permit for this project need to be applied for by the Contractor.

Bid Documents:

The Bid Documents Volumes 1 and 2 can be downloaded at the Fulton County Website, <http://www.fultoncountyga.gov> under "Bid Opportunities" at no cost.

- Should you choose, for a non refundable payment of **\$75.00**, Bid Documents Volumes 1 and 2 and an electronic PDF version of the Drawings on CD can be obtained at the Fulton County Department of Public Works, 141 Pryor Street, S.W., Suite 6001, Atlanta, Georgia 30303. Payment must be in the form of a company or personal check payable to **Fulton County Government**. Checks returned for any reason will result in the bid being deemed non-responsive. This amount includes all fees for printing and distribution and will be used to defray a portion of the printing cost that may have been incurred for the tendering of the Project. Partial sets of the bid document will not be issued.

- A complete **hard copy set of the drawings** can be purchased from **Imaging Technologies, Inc.** for the non-refundable amount of \$101.63 Including tax. Orders for the drawings can be placed at:

Imaging Technologies
Attn: Customer Service
640 10th Street, NW
Atlanta GA 30318

Phone: 404-873-5911
Fax: 404-870-6611
E-mail: customerservice@itmidtown.com
Web: WWW.ITREPRO.COM

For payment information only, contact Barney Whitaker, Sr. Project Manager or Cherise Smith, Project Manager at 404-583-5646.

All other questions should be addressed by the procedures outlined in this ITB to Darlene Banks, Fulton County Department of Purchasing and Contract Compliance 130 Peachtree St., Ste. 1168, Atlanta GA 30303-3459 Phone: 404-612-7879, darlene.banks@fultoncountyga.gov.

Bid Documents:

The Instructions to Bidders, Bid and Contract Requirements (Bid Form, Bid Bond, Performance Bond, Payment Bond, Contract Agreement), and other Documents (Drawings and/or Specifications) may be examined at the following locations:

Fulton County
Public Works Department
STE 6001
141 Pryor ST, S.W., 6th Floor
Atlanta, Georgia 30303

Minority Business Development Agency
401 West Peachtree St
Summit Bldg STE 1715
Atlanta Georgia 30308

AGC Builders Exchange
1940 The Exchange
STE 300
Atlanta, Georgia 30339

CMD / Construction Market Data
30 Technology Blvd
STE 100
Norcross Georgia 30092

FW Dodge Corporation
4170 Ashford-Dunwoody Rd
STE 200
Atlanta, Georgia 30319

Reed Construction Data
30 Technology Blvd
Ste. 100
Norcross, Georgia 30092

Term of Contract:

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 of the Contracting Officer and to fully complete all work under this Contract within **365 consecutive calendar days** from and including said date.

The County will make payments, within **45** days, in response to the Contractor's monthly Applications for Payment, which are accompanied by the Engineer's Certificate for Payment, for work performed to date plus cost of stored materials, less retainage. Payments, Applications for Payment, Certificates for Payment, and retainage shall be in accordance with the provisions of the Contract Documents.

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

Fulton County Department of Purchasing and Contract Compliance
Attn: Darlene Banks, Assistant Purchasing Agent
Fulton County Public Safety Building
130 Peachtree Street, S.W. Suite 1168
Atlanta, GA 30303
Phone: (404) 612-7879
Fax: (404) 893-1745
Reference Bid # 08ITB63800K-DB

Or darlene.banks@fultoncountyga.gov

Basis of Award

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

Pre-Bid Conference

Date: Thursday January 8, 2009
Time: 9:30 A.M.
Location: Fulton County Department of Purchasing and Contract Compliance,
Public Safety Building
130 Peachtree Street, S.W. Suite 1168
Atlanta, GA 30303

An optional pre-bid conference will be held in the Fulton County Department of Purchasing and Contract Compliance Conference Room, located at 130 Peachtree Street, S.W. Suite 1168, Atlanta, Georgia 30303. ***Inquiries regarding the solicitation either technical or otherwise may be submitted in writing prior to the pre-bid conference and will be addressed at the pre-bid conference.*** Any additional questions asked at the pre-bid conference must be

submitted in written form at the pre-bid conference and will be responded to in the form of an addendum with the County's official responses.

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

END OF SECTION

INSTRUCTIONS TO BIDDERS**A. Contract Documents**

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

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

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

B. Bid Preparation and Execution

All Bids must be made on the Bid forms contained herein. The original signed Bid with three (3) copies shall be submitted in a sealed envelope, addressed to the Department of Purchasing and Contract Compliance, Fulton County Public Safety Building, 130 Peachtree Street, S.W., Suite 1168 Atlanta, Georgia 30303, and labeled "Bid for ITB- **08ITB63800K-DB S231-Marsh Creek Pump Station**."

Additionally, ***THE BIDDER IS ALSO REQUIRED TO WRITE 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. Acknowledgement of each Addendum
3. Bid Bond
4. Purchasing Forms (See Submittal Check List at end of this Section), fully executed
5. Contract Compliance Forms (See Submittal Check List at end of this Section), fully executed
6. Risk Management Insurance Provisions Form

Any bids received after the stated time and date will not be considered. It shall be the sole responsibility of the bidder to have his/her bid delivered to the Fulton County Department of Purchasing and Contract Compliance for receipt on or before the stated time and date (see 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.

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

C. Addenda and Interpretations

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

Bidders requiring clarification or interpretation of the Contract Documents shall make a request in writing, either by mail, hand delivery, e-mail or fax, to the Purchasing Agent at the address below. To be given consideration, requests must be received no later than **Thursday January 15, 2009 5:00 pm**. The County will not respond to any requests, oral or written, received after this date. Telephone inquiries will not be accepted.

Fulton County Department of Purchasing and Contract Compliance
Attn: Darlene Banks, Assistant Purchasing Agent
Fulton County Public Safety Building
130 Peachtree Street, S.W., 1168
Atlanta, GA 30303
Fax: (404) 893-1745
darlene.banks@fultoncountyga.gov
Reference Bid # 08ITB63800K-DB

Only communications from firms that are in writing and signed will be recognized by the County as duly authorized expressions on behalf of proposers/bidders. Any and all such interpretations and any supplemental instructions will be in the form of written Addenda to the Contract Documents which, if issued, will be mailed, shipped or faxed to all prospective Bidders (at the respective addresses furnished) prior to the date fixed for the opening of Bids.

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

D. Site Examination

There will be a site visit for this project held on **Monday January 12, 2009 at 11:00 A.M. at 6500 Old Riverside Dr., Sandy Springs GA 30328**. Bidders are not required to attend but it is highly recommended.

E. Bidder's Modification and Withdrawal of Bids

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

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. Indemnification and Hold Harmless Agreement

See Section 00490, Insurance and Risk Management Provisions page 3, Indemnification and Hold Harmless Agreement

K. Bid Opening

Bids will be opened in public and read aloud. All bidders are requested to be present at the opening.

L. 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. Maintains a permanent place of business individually or in conjunction with the prime contractor.
 - c. Has the appropriate and adequate technical experience. Designated Project Manager must be proficient in all aspects of contracted work.
 - d. Has adequate personnel and equipment to do the work expeditiously.
 - e. 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.

M. Georgia Utility Contractors License

Bidders must have a Utility Contractors License to perform this work in accordance with O.C.G.A. §43-14-8.3 (h). ***Bids for utility contracting projects must be from a licensed utility contractor and that licensed contractor must be the prime on the project.*** It is not permissible for an unlicensed individual/firm to subcontract with a licensed utility contractor. Bidders must complete Form C1: Georgia Utility License Certification in Section 6, Purchasing Forms. The Bidder shall provide a Georgia Utility License Number on the

outside of the sealed envelope. Failure to provide the required license shall deem your bid non-responsive.

N. General Contractors License

Effective July 1, 2008, all general contractors are required to be licensed by the State of Georgia to perform the following work; construction; construction management services; or design-build services as a prime contractor, joint venture partner, or as a subcontractor to a design professional acting as prime contractor as part of a design-build entity or combination, unless exempted from holding such license pursuant to Georgia law (O.C.G.A. 43-41-17). If exempted, Contractor must submit a copy of their Georgia Department of Transportation Certificate of Qualification with their bid submittal.

Bidders must complete Form C2: Georgia General Contractors License Certification in Section 6, Purchasing Forms. Failure to provide the required license shall deem your bid non-responsive.

O. Professional Licenses

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

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

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

P. 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.

Q. Notice of Award of Contract

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

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

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

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

R. Execution of Contract Documents

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

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

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

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

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

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

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

S. 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.

T. 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.

U. Georgia Security and Immigration Compliance Act

- (1) Effective as of July 1, 2007, and pursuant to O.C.G.A. 13-10-91, every public employer, every contractor of a public employer, and every subcontractor of a public employer's contractor must register and participate in a federal work authorization program as follows:
 - (a) No public employer shall enter into a contract for the physical performance of services within this state unless the contractor registers and participates in a federal work authorization program to verify the work eligibility information all new employees.
 - (b) No contractor or subcontractor who enters into a contract with a public employer shall enter into such a contract or subcontract in connection with the physical performance of services within this state unless such contractor or subcontractor registers and participates in a federal work authorization program to verify the work eligibility information of all new employees.
- (2) In accordance with O.C.G.A. 13-10-91, the requirements of paragraphs (a) and (b) of paragraph (1) shall apply to public employers, their contractors and subcontractors, as follows:
 - (a) On or after July 1, 2007, to public employers, contractors, or subcontractors of 500 or more employees;
 - (b) On or after July 1, 2008, to public employers, contractors or subcontractors of 100 or more employees; and
 - (c) On or after July 1, 2009, to all other public employers, their contractors, or subcontractors.

See Section 00420, Purchasing Forms & Instructions for declarations and affidavits.

V. Bid General Requirements

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. 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 Department of Purchasing and Contract Compliance
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 Provision" policy outlined in S35 and in Section 00020, Invitation to Bid.

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".

Required Bid Submittal Check List for Invitation To Bid (ITB)

The following submittals shall be completed and submitted with each bid (see table below "Required Bid Submittal Check List."). Please check to make sure that the required submittals are in the envelope before it is sealed. Failure to submit all required submittals may deem your proposal non-responsive.

Submit one (1) Original bid, signed and dated and (3) complete copies of the Original Bid including all required documents.

Item #	Required Bid Submittal Check List	Check (✓)
1	Bid Form (Section 00300) – All dollar amounts must be both in writing AND figures and represent prices for the published scope of work without exceptions.	
2	Acknowledgement of each Addendum (acknowledged both on the Bid Form, Section 00300, and on the form included with each addendum).	
3	Bid Bond (Section 00410) (separate envelope if Public Works Construction project)	
4	Purchasing Forms (Section 00420) Form A - Non-Collusion Affidavit of Prime Bidder/Offeror Form B - Certificate of Acceptance of Request for Bid/Proposal Requirements Form C1- Georgia Utility Contractor License Form C2- Georgia General Contractors License Form C3- Georgia Professional Licenses Form D - Certificate Regarding Debarment Form E - Disclosure Form & Questionnaire Form F - Declaration of Employee-Number Categories Form G - Georgia Security and Immigration Contractor Affidavit and Agreement Form H - Georgia Security and Immigration Subcontractor Affidavit	
5	Office of Contract Compliance Requirements (Section 00430) Exhibit A - Promise of Non-Discrimination (for Prime and each Sub) Exhibit B - Employment Record (for Prime and each Sub) Exhibit C - Schedule of Intended Subcontractor Utilization Exhibit D - Letter of Intent to Perform as Subcontractor Exhibit E - Declaration Regarding Subcontractor Practices Exhibit F - Joint Venture Disclosure Affidavit Exhibit G - Prime Contractor/Subcontractor Utilization Report Equal Business Opportunity Plan (EBO Plan)	
6	Risk Management Insurance Provisions Form (Section 00490) and proof of insurance, either letter from insurer or Certificate of Insurance.	

END OF SECTION

BID FORM

Submitted To: Fulton County Government

Submitted By: _____

For: **S231 MARSH CREEK PUMP STATION
08ITB63800K-DB**

Submitted on _____, 20__

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

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

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

THE BASE BID TOTAL IS THE AMOUNT UPON WHICH THE BID WILL BE FORMALLY EVALUATED AND WHICH WILL BE USED TO DETERMINE THE LOWEST RESPONSIBLE BIDDER. Please make sure that all line items below are accurately calculated and total up to this inclusive amount.

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

BASE BID TOTAL: ITEMS 1 THROUGH 6 (BELOW), INCLUSIVE, IN THE
AMOUNT OF: _____
_____ DOLLARS
(\$ _____).

Make sure that all line items below are accurately calculated and total up to the inclusive BASE BID TOTAL amount entered on Page 1.

Method of Bidding

The unit or lump sum price for each of the several items in the Bid of each Bidder shall include its pro rata share of overhead and profit so that the sum of the products, obtained by multiplying the quantity shown for each item by the unit price, represents the total Bid. Any Bid not conforming to this requirement may be rejected. Additionally, Unbalanced Bids or conditional Bids will be subject to rejection. The special attention of all Bidders is called to this provision, for should conditions make it necessary to revise the quantities, no limit will be fixed for such increased or decreased quantities nor extra compensation allowed.

ITEM 1 – NEW PUMP STATION

- a. 1 L.S. New Pump Station \$ _____
(including all equipment, structures, labor and appurtenances as outlined in the drawings and specifications)

ITEM 2 - EROSION AND SEDIMENTATION CONTROL

- a. 1 Each Construction Exits \$ _____/EA \$ _____
- b. 3600 L.F. Reinforced Silt Fence \$ _____/LF \$ _____
- c. 2 Each Silt Gates \$ _____/EA \$ _____
- d. 2 Each Stone Check Dams \$ _____/EA \$ _____
- e. 3 Each Sediment Traps \$ _____/EA \$ _____
- f. 3 Each Inlet Filters \$ _____/EA \$ _____
- g. 1 Each Sediment Box \$ _____/EA \$ _____
- h. 120 S.Y. Rip Rap \$ _____/SY \$ _____

ITEM 3 - DEMOLITION

- a. 1 L.S. Demolition of old Plant \$ _____
(including removal of all debris, equipment and structures as outlined in the drawings and/or specifications. Note all debris must be removed in accordance with Federal, State and Local Municipalities requirements)

*****ITEMS 4, 5 & 6 - ADDITIONAL WORK IF ORDERED BY AND/OR PRE-APPROVED BY THE ASSIGNED FULTON COUNTY PROJECT MANAGER.**

ITEM 4 - ROCK REMOVAL:

- a. 200 C.Y. Rock Excavation \$ _____/CY \$ _____

ITEM 5 - CASH ALLOWANCES:

- a. Soils, Concrete, and Asphalt Testing \$ 5,000
- b. Contingency/Unforeseen Conditions \$ 60,000
- c. Differing Site Conditions \$ 50,000
- d. Landscaping/Grassing \$ 18,000

e. Permit Fees	\$ 20,000
f. Asbestos/Lead Testing and Abatement	\$ 28,000
g. Utility Conflict Resolution	\$ 10,000

ITEM 6 - REMOVAL OF UNSUITABLE MATERIAL AND/OR REPLACEMENT

a. 200 C.Y. Crushed Stone	\$ _____/CY	\$ _____
b. 500 C.Y. Select Earth Material	\$ _____/CY	\$ _____

TOTAL – ITEMS 1 THROUGH 6 \$ _____

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 of the Contracting Officer and to fully complete all work under this Contract within **365** consecutive calendar days from and including said date.

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

In case of discrepancies between the figures shown in the unit prices and the totals, the unit prices shall apply and the totals shall be corrected to agree with the unit prices. In case of discrepancies between written amounts and figures, written amounts shall take precedence over figures and the sum of all Bid extensions (of unit prices) plus lump sum items shall take precedence over BID TOTAL.

The Bidder furthermore agrees that, in the case of a failure on his part to execute the Contract Agreement and Bonds within ten (10) days after receipt of conformed contract documents for execution, the Bid Bond accompanying his bid and the monies payable thereon shall be paid into the funds of the Owner as liquidated damages for such failure.

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

_____ Dollars

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

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

ADDENDUM # _____ DATED _____

ADDENDUM # _____ DATED _____

ADDENDUM # _____ DATED _____

BID BOND

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

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

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

BID BOND
S-231 MARSH CREEK PUMP STATION
08ITB63800K-DB
FULTON COUNTY GOVERNMENT

KNOW ALL MEN BY THESE PRESENTS, THAT WE _____

_____ hereinafter called the PRINCIPAL, and _____

_____ hereinafter call the SURETY, a corporation chartered and existing under the laws of the State of _____ and duly authorized to transact Surety business in the State of Georgia, are held and firmly bound unto the Fulton County Government (COUNTY), in the penal sum of _____

_____ Dollars and Cents (\$ _____) good and lawful money of the United States of America, to be paid upon demand of the COUNTY, to which payment well and truly to be made we bind ourselves, our heirs, executors, and administrators and assigns, jointly and severally and firmly by these presents.

WHEREAS the PRINCIPAL has submitted to the COUNTY, for **S231 Marsh Creek Pump Station**, a Bid;

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

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

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

Enclosed is a Bid Bond in the approved form, in the amount of _____
_____ Dollars

(\$_____) being in the amount of five percent (5%) of the Contract Sum.

The money payable on this bond shall be paid to the COUNTY, for the failure of the Bidder to execute a Contract within ten (10) days after receipt of the Contract and at the same time furnish a Payment Bond and Performance Bond.

(SIGNATURES ON NEXT PAGE)

IN TESTIMONY THEREOF, the PRINCIPAL and SURETY have caused these presents to be duly signed and sealed this _____ day of _____, 200_.

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

PURCHASING FORMS & INSTRUCTIONS

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

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

- Form A: Non-Collusion Affidavit of Prime Bidder/Offeror
- Form B: Certificate of Acceptance of Request for Bid/Proposal Requirements
- Form C: Professional License Certifications
 - Form C1 – Georgia Utility Contractor's License
 - Form C2 – Georgia General Contractor's License
 - Form C3 – Georgia Professional License
- Form D: Certification Regarding Debarment
- Form E: Disclosure Form and Questionnaire
- Form F: Declaration of Employee-Number Categories
- Form G: Georgia Security and Immigration Contractor Affidavit and Agreement
- Form H: Georgia Security and Immigration Subcontractor Affidavit

FORM A: NON-COLLUSION AFFIDAVIT OF BIDDER/OFFEROR

STATE OF GEORGIA

COUNTY OF FULTON

I, _____ certify that pursuant to Fulton County Code Section 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: 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 C1: CONTRACTOR'S GEORGIA UTILITY LICENSE CERTIFICATION

Contractor's Name: _____

Utility Contractor's Name: _____

Expiration Date of License: _____

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

Signed: _____

Date: _____

(ATTACH COPY OF LICENSE)

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

Contractor's Name: _____

General Contractor's License Number: _____

Expiration Date of License: _____

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

Signed: _____

Date: _____

(ATTACH COPY OF LICENSE)

FORM C3: GEORGIA PROFESSIONAL LICENSE CERTIFICATION

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

Contractor's Name: _____

Performing work as: Prime Contractor _____ Sub-Contractor _____

Professional License Type: _____

Professional License Number: _____

Expiration Date of License: _____

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

Signed: _____

Date: _____

(ATTACH COPY OF LICENSE)

FORM D: CERTIFICATION REGARDING DEBARMENT

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

INSTRUCTIONS FOR CERTIFICATION

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

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

DEBARMENT ORDINANCE

The following Section 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.
- (5) For violation of the ethical standards set forth in Fulton County Code Chapter 9, Code of Ethics.
- (6) Knowing misrepresentation to the county, of the use which a majority owned contractor intends to make a minority business enterprise (a business entity at least 51 percent of which is owned and controlled by minority persons, as defined in Fulton County Code 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 _____, 200__

(Legal Name of Offeror) (Date)

(Signature of Authorized Representative) (Date)

(Title)

FORM E: DISCLOSURE FORM AND QUESTIONNAIRE

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

For the purposes of this form, the term "Offeror" means an entity that responds to a solicitation for a County contract by either submitting a proposal in response to a Request for Proposal or a Request for Qualification or a Bid in response to an Invitation to Bid.

Describe accurately, fully and completely, their respective relationships with said Offeror, including their ownership interests and their anticipated role in the management and operations of said Offeror.

2. Please describe the general development of said Offeror's business during the past five (5) years, or such shorter period of time that said Offeror has been in business.
3. Please state whether any employee, agent or representative of said Offeror who is or will be directly involved in the subject project has or had within the last five (5) years: (i) directly or indirectly had a business relationship with Fulton County; (ii) directly or indirectly received revenues from Fulton County; or (iii) directly or indirectly receives revenues from the result of conducting business on Fulton County property or pursuant to any contract with Fulton County. Please describe in detail any such relationship.

LITIGATION DISCLOSURE:

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

1. Please state whether any of the following events have occurred in the last five (5) years with respect to said Offeror. If any answer is yes, explain fully the following:
 - (a) whether a petition under the federal bankruptcy laws or state insolvency laws was filed by or against said Offeror, or a receiver fiscal agent or similar officer was appointed by a court for the business or property of said Offeror;
 - (b) whether Offeror was subject of any order, judgment, or decree not subsequently reversed, suspended or vacated by any court of competent jurisdiction, permanently enjoining said Offeror from engaging in any type of business practice, or otherwise eliminating any type of business practice; and
 - (c) whether said Offeror's business was the subject of any civil or criminal proceeding in which there was a final adjudication adverse to said Offeror, which directly arose from activities conducted by the business unit or corporate division of said Offeror which submitted a bid or proposal for the subject project. If so please explain.
2. Have you or any member of your firm or team to be assigned to this engagement been indicted or convicted of a criminal offense within the last five (5) years?

Circle One: YES NO

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

On this _____ day of _____, 200__

(Legal Name of Proponent) (Date)

(Signature of Authorized Representative) (Date)

(Title)

Sworn to and subscribed before me,

this _____ day of _____, 200__

(Notary Public) (Seal)

Commission Expires _____
(Date)

FORM F: DECLARATION OF EMPLOYEE-NUMBER CATEGORIES

Please affirmatively indicate by checking the appropriate box the employee-number category applicable to your company:

- 500 or more employees

- 100 or more employees

- fewer than 100 employees

Company Name: _____

I certify that the above classification is true and correct.

Signed: _____

Printed: _____

Title: _____

Date: _____

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

Instructions:

Contractors must attest to compliance with the requirements of O.C.G.A 13-10-91 and the Georgia Department of Labor Rule 300-10-01-.02 by executing the Contractor Affidavit provided. The affidavit should be executed by Contractors who have indicated on Form F, Declaration of Employee-Number Categories, that they have 100 or more employees.

STATE OF GEORGIA

COUNTY OF FULTON

FORM G: GEORGIA SECURITY AND IMMIGRATION CONTRACTOR AFFIDAVIT AND AGREEMENT

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract with [insert name of prime contractor] on behalf of Fulton County Government has registered with and is participating in a federal work authorization program* [any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603], in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

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

EEV/Basic Pilot Program* User Identification Number

BY: Authorized Officer of Agent
(Insert Subcontract Name)

Title of Authorized Officer or Agent of Subcontractor

Printed Name of Authorized Officer or Agent

Sworn to and subscribed before me this _____ day of _____, 200__.

Notary Public: _____

County: _____

Commission Expires: _____

NOTE:

* As of the effective date of O.C.G.A. 13-10-91, the applicable federal work authorization program is the "EEV/Basic Pilot Program" operated by the U.S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration (SSA).

FORM H: GEORGIA SECURITY AND IMMIGRATION SUBCONTRACTOR AFFIDAVIT

Instructions:

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

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

STATE OF GEORGIA

COUNTY OF FULTON

FORM H: GEORGIA SECURITY AND IMMIGRATION SUBCONTRACTOR AFFIDAVIT

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract with **[insert name of prime contractor]** behalf of **Fulton County Government**

has registered with and is participating in a federal work authorization program* [any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603], in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

EEV/Basic Pilot Program* User Identification Number

BY: Authorized Officer of Agent
(Insert Subcontract Name)

Title of Authorized Officer or Agent of Subcontractor

Printed Name of Authorized Officer or Agent

Sworn to and subscribed before me this _____ day of _____, 200__.

Notary Public: _____

County: _____

Commission Expires: _____

NOTE:

* As of the effective date of O.C.G.A. 13-10-91, the applicable federal work authorization program is the "EEV/Basic Pilot Program" operated by the U.S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration (SSA).

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 (for Prime and each Sub-contractor)
- **Exhibit B** - Employment Report (for Prime and each Sub-contractor)
- **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: _____ %

***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

Total Dollar Value of Subcontractor Agreements: (\$)

Total Percentage Value: (%)

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

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: _____

OFFICE PHONE: _____

EXHIBIT F – JOINT VENTURE DISCLOSURE AFFIDAVIT CONTINUED

Note: Attach additional sheets as required .

2. Describe the capital contributions by each joint venturer and accounting thereof. Indicate the percentage make-up for each joint venture partner.
3. 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?
4. Describe any Ownership, options for Ownership, or loans between the joint ventures. Identify terms thereof.
5. Describe the estimate contract cash flow for each joint venturer.
6. To what extent and by whom will the on-site work be supervised?
7. To what extent and by whom will the administrative office be supervised?
8. Which joint venturer will be responsible for material purchases including the estimated cost thereof? How will the purchase be financed?
9. Which joint venturer will provide equipment? What is the estimated cost thereof? How will the equipment be financed?
10. Describe the experience and business qualifications of each joint venturer.
11. 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.
12. Percent of ownership by each joint venture in terms of profit and loss sharing: _____

13. The authority of each joint venturer to commit or obligate the other: _____

14. 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: _____

EXHIBIT F – JOINT VENTURE DISCLOSURE AFFIDAVIT CONTINUED

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

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

In connection with any work that these firms, as a joint venture, might be authorized to perform in connection with above captioned contract, we each do hereby authorize representatives of the Fulton County Department of Purchasing and Contract Compliance and Departments of 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.

Insurance and Risk Management Provisions Construction (Marsh Creek Project)

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, with an A.M. Best rating of at least A- VI, subject to final approval by Fulton County. Respondents shall submit with the bid/proposal evidence of insurability satisfactory to Fulton County Government as to form and content. Either of the following forms of evidence is acceptable:

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

Upon award, the Contractor/Vendor must maintain at their expense, insurance with policy limits equal to or greater than the limits described below. Proof of insurance must be provided to Fulton County Government prior to the start of any activities/construction as described in the bid document(s). Any and all Insurance Coverage(s) and Bonds required under the terms and conditions of the contract shall be maintained during the entire length of the contract, including any extensions or renewals thereto, and until all work has been completed to the satisfaction of Fulton County Government.

Accordingly the Respondent shall provide a certificate evidencing the following:

1. WORKERS COMPENSATION/EMPLOYER'S LIABILITY INSURANCE – STATUTORY (In compliance with the Georgia Workers Compensation Acts, including but not limited to U.S. Longshoremen and Harbor Workers Act and any other State or Federal Acts or Provisions in which jurisdiction may be granted)

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

To include U.S. Longshoremen and Harbor Workers Act

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

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

Fire Damage	Limits	\$100,000
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**General Liability Policy to include the following:

- Per Project/Location Aggregate and Completed Operations for 3 Years after final payment.
- Policy to provide evidence of X, C, U coverage.
- Policy to have no exclusion for demolition work.

3. BUSINESS AUTOMOBILE LIABILITY INSURANCE

Combined Single Limits	Each Occurrence	\$1,000,000
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(Including operation of non-owned, owned, and hired automobiles).

Broadened Pollution Endorsement CA9948 and MCS 90

4. UMBRELLA LIABILITY SEE BELOW (Scale)

Construction Value – Under \$1,000,000	Per Occurrence/Aggregate	\$1,000,000/\$1,000,000
Construction Value-\$1mil.-\$5,000,000	Per Occurrence/Aggregate	\$3,000,000/\$3,000,000
Construction Value-\$5mil.-\$10,000,000	Per Occurrence/Aggregate	\$5,000,000/\$5,000,000
Construction Value – Over \$10,000,000	TO BE DETERMINER	(TBD)

5. CONTRACTORS POLLUTION LIABILITY

	Each Occurrence	\$1,000,000
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Or by endorsement to General Liability Policy for sudden and accidental

If Pollution provided by General Liability Endorsement and sudden and accidental, Completed Operations would not be a requirement.

- Should asbestos/lead abatement and removal operations be required by this contract, Must provide the following coverages: Pollution Policy to provide asbestos/lead abatement coverage on an Occurrence basis; Professional E&O and Umbrella coverage.
- Abatement operations to be performed by a qualified state licensed abatement contractor.
- To include three (3) years of extended Completed Operations coverage or a three (3) year extended reporting period.

6. BUILDERS' RISK: To be written on a Builders Risk "All-risk" form that shall at least include insurance for physical loss or damage to the Work, temporary buildings, falsework, and materials and equipment in transit, and shall insure against at least the following perils or causes of loss: fire, lightning, extended coverage, theft, vandalism, malicious mischief, earthquake, collapse, debris removal, demolition occasioned by enforcement of Laws and Regulations, water damage (other than caused by flood), and such other perils or causes of loss as may be specifically required by Supplementary Conditions) until Final Completion and Acceptance of the Project. Such policy of insurance shall contain at least the following sub-limits of insurance and deductibles:

Sub-limits:	
Property in Transit	\$1,000,000
Property in Offsite Storage	\$1,000,000
Plans & Blueprints	\$25,000
Debris Removal	25% of Insured Physical Loss
Delay in Completion / Soft Cost	TBD
Ordinance of Law (Increased Cost of Construction)	\$1,000,000
Flood and Earthquake	Full Contract Value
Deductibles:	
Flood and Earthquake	\$25,000
Water Damage other than Flood	\$100,000
All other Perils	\$10,000

Owner and Contractor waive all rights against each other and any of their subcontractors, sub-subcontractors, agents and employees, each of the other, for damages caused by fire or other causes of loss to the extent covered by property insurance obtained pursuant to this Section, or other property insurance applicable to the Work, accept such rights as they have to the proceeds of such insurance.

The policy will name Fulton County, The Contractor and Subcontractors of all tiers as Insureds under the policy.

Certificates of Insurance

Certificates shall state that the policy or policies shall not expire, be cancelled or altered without at least sixty (60) days prior written notice to 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. The General Liability Additional Insured language should apply to on-going and completed-operations, using ISO form CG 2010 (11/85 version) or equivalent.

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

The Contractor agrees to name the Owner and all other parties required of the Contractor/Vendor shall be included as insureds on the CGL, using ISO Additional Insured Endorsement forms CG 2010 11/85 or its equivalent coverage to the additional insureds. This insurance for the additional insureds shall be as broad as the coverage provided for the

named insured Subcontractor. It shall apply as Primary Insurance before any other insurance or self-insurance, including any deductible, non-contributory, and Waiver of Subrogation provided to the Additional Insureds.

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

Important:

It is understood that **Insurance in no way Limits the Liability of the Contractor/Vendor.**

USE OF PREMISES

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

PROTECTION OF PROPERTY

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

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

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

INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

To the fullest extent of the Law, Contractor/Vendor hereby agrees to release, indemnify, defend and hold harmless Fulton County, its Commissioners, officers, employees, subcontractors, successors, assigns and agents, from and against any and all losses (including death), claims, damages, liabilities, costs and expenses (including but not limited to all actions, proceedings, or investigations in respect thereof and any costs of judgments, settlements, court costs, attorney's fees or expenses, regardless of the outcome of any such action, proceeding, or investigation), caused by, relating to, based upon or arising out of any act or omission by Contractor/Vendor, its directors, officers, employees, subcontractors, successors, assigns or agents, or otherwise in connection (directly or indirectly) with its acceptance, or the performance, or nonperformance, of its obligations under these agreements. Such obligations shall not be construed to negate, abridge or otherwise reduce any other rights or obligations of indemnity which would otherwise exist as to any party or person as set forth in this paragraph.

Contractor/Vendor's obligation to protect, defend, indemnify and hold harmless, as set forth hereinabove, shall also include, but is not limited to, any matter arising out of any actual or alleged infringement of any patent, trademark, copyright, or service mark, or other actual or alleged unfair competition disparagement of product or service, or other tort or any type whatsoever, or any actual or alleged violation of trade regulations.

Contractor/Vendor further agrees to protect, defend, indemnify and hold harmless Fulton County, its Commissioners, officers, employees, subcontractors, successors, assigns and agents from and against any and all claims or liability for compensation under the Worker's Compensation Act, Disability Benefits Act, or any other employee benefits act arising out of injuries sustained by any employees of Contractor/Vendor. These indemnities shall not be limited by reason of the listing of any insurance coverage.

If the bid/quotation involves construction services Contractor/Vendor will be responsible fully for any and all damage to the work during the course of construction, until the point of Final acceptance by Fulton County.

FULTON COUNTY ACKNOWLEDGES THAT ALL PROVISIONS OF THIS INDEMNITY AGREEMENT MAY NOT BE APPLICABLE TO THE CONTRACTOR/VENDOR'S BUSINESS. TO THE EXTENT THAT CONTRACTOR/VENDOR MAY DEMONSTRATE SUCH NONAPPLICABILITY, FULTON COUNTY MAY NEGOTIATE AMENDMENTS TO THIS AGREEMENT AS THE CIRCUMSTANCES DICTATE.

CONTRACTOR/VENDOR ACKNOWLEDGES HAVING READ, UNDERSTANDING, AND AGREEING TO COMPLY WITH THIS INDEMNIFICATION AND HOLD HARMLESS AGREEMENT, AND THE REPRESENTATIVE OF THE CONTRACTOR/VENDOR IDENTIFIED BELOW IS AUTHORIZED TO SIGN CONTRACTS ON BEHALF OF THE RESPONDING CONTRACTOR/VENDOR.

COMPANY: _____

SIGNATURE: _____

NAME: _____

TITLE: _____

DATE: _____

OWNER - CONTRACTOR AGREEMENT (SAMPLE)

**S231 MARSH CREEK PUMP STATION
08ITB63800K-DB**

Contractor: _____ Project No. _____

Address: _____ Telephone: _____

Contact: _____ Facsimile: _____

THIS AGREEMENT is effective as of the _____ day of _____, 20 , by and between Fulton County, a political subdivision of the State of Georgia (hereinafter called the "County"), and the above named CONTRACTOR in accordance with all provisions of this Construction agreement, consisting of the following Contract Documents:

- General Conditions
- Bid Form
- Scope of Work and Technical Specifications
- Drawings and Specifications
- Exhibits
- Purchasing Forms
- Office of Contract Compliance Forms
- Risk Management Insurance Provisions Forms

WITNESSETH: That the said Contractor has agreed, and by these presents does agree with the said County, for and 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: S231

MARSH CREEK PUMP STATION

The Contractor shall commence the Work with adequate force and equipment within 10 days from receipt of Notice to Proceed from the County, and shall complete the work within 365 consecutive calendar days from the issuance of the Notice to Proceed. 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 time allowed for completion of the work, the Contractor shall pay the County the sum of \$ 500.00 not as a penalty but as liquidated damages, which liquidated damages the County may deduct from any money due the contractor. At the County's convenience and not to it prejudice the County may provide written notice of the commencement of the assessment of liquidated damages].

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

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

The Contractor hereby assumes the entire responsibility and liability for any and all injury to or death of any and all persons, including the Contractor's agents, servants, and employees, and in addition thereto, for any and all damages to property caused by or resulting from or arising out of any act or omission in connection with this contract or the prosecution of work hereunder, whether caused by the Contractor or the Contractor's agents, Servants, or employees, or by any of the Contractor's subcontractors or suppliers, and the Contractor shall indemnify and hold harmless the County, the Construction Manager, 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. **[See General Conditions for similar provisions]**

This Contract constitutes the full agreement between the parties, and the Contractor shall not sublet, assign, transfer, pledge, convey, sell or otherwise dispose of the whole or any part of this Contract or his right, title, or interest therein to any person, firm or corporation without the previous consent of the County in writing. Subject to applicable provisions of law, this Contract shall be in full force and effect as a Contract, from the date on which a fully executed and approved counterpart hereof is delivered to the Contractor and shall remain and continue in full force and effect until after the expiration of any guarantee period and the Contractor and his sureties are finally released by the County.

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

[SIGNATURES NEXT PAGE]

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

OWNER:

CONTRACTOR:

FULTON COUNTY, GEORGIA

[Insert Company Name]

John H. Eaves, Commission Chair
Board of Commissioners

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

ATTEST:

ATTEST:

Mark Massey
Clerk to the Commission (Seal)

Secretary/
Assistant Secretary

(Affix Corporate Seal)

APPROVED AS TO FORM:

Office of the County Attorney

APPROVED AS TO CONTENT:

Angela Parker
Director, Department of Public Works

END OF SECTION

PERFORMANCE BOND

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

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

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

PERFORMANCE BOND

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

WHEREAS, the Principal has entered, or is about to enter, into a certain written contract with the Owner, dated _____, which is incorporated herein by reference in its entirety (hereinafter called the "Contract"), for construction-type services of a project known as **Marsh Creek Pump Station**, as more particularly described in the Contract (hereinafter called the "Project");

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

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

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

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

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

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

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

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

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

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

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

(Principal) (SEAL)

By: _____

Attest:

Secretary

(Surety) (SEAL)

By: _____

Attest:

Secretary

(Address of Surety's Home Office)

(Resident Agent of Surety)

END OF SECTION

PAYMENT BOND

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

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

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

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 _____, which is incorporated herein by reference in its entirety (hereinafter called the "Contract"), for construction-type services of a project known as **Marsh Creek Pump Station**, 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 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

GENERAL CONDITIONS:**00700-1 FAMILIARITY WITH SITE**

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

00700-2 CONTRACT DOCUMENTS

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

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

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

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

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

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

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

Drawings and Specifications:

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

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

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

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

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

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

00700-3 DEFINITIONS

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

Change Order - A written order to the Contractor issued by the County pursuant to Fulton County Policy and Procedures 800-6 for changes in the work within the general scope of the contract documents, adjustment of the contract price, extension of the contract time, or reservation of determination of a time extension.

Construction Manager or Engineer shall mean Fulton Construction Management Partners, or the County authorized representative for this project.

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

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

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

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

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

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

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

Design Consultant shall mean the firm or corporation responsible for the detailed design drawings and specifications.

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

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

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

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

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

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

Project Manual - The Contract Documents.

Provide shall mean to furnish and install.

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

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

00700-4 CODES

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

00700-5 REVIEW OF CONTRACT DOCUMENTS

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

00700-6 STRICT COMPLIANCE

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

00700-7 APPLICABLE LAW

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

based on the violation of any law, ordinance, regulation, order or decree affecting the conduct of the work, whether occasioned by the Contractor, his agents or employees.

00700-8 PERMITS, LICENSES AND BONDS

All permits and licenses necessary for the work shall be secured and paid for by the Contractor. If any permit, license or certificate expires or is revoked, terminated, or suspended as a result of any action on the part of the Contractor, the Contractor shall not be entitled to additional compensation or time. The Contractor shall obtain and keep in force at all times performance and payment bonds payable to Fulton County in penal amounts equal to 100% of the Contract price.

00700-9 TAXES

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

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

00700-10 DELINQUENT CONTRACTORS

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

00700-11 LIEN WAIVERS

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

00700-12 MEASUREMENT

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

00700-13 ASSIGNMENT

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

00700-14 FOREIGN CONTRACTORS

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

00700-15 INDEMNIFICATION [there are two indemnification clauses, the other is in the Contract Cover Sheet]

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 and the Program 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 or Program 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, the Construction Manager and the Program 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 or the Program 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 and the Program 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.

00700-16 SUPERVISION OF WORK AND COORDINATION WITH OTHERS

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

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

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

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

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

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

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

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

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

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

00700-17 ADMINISTRATION OF CONTRACT

The assigned Fulton County Construction Project Manager (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 00700-81, 00700-82, 00700-84 and 00700-85 of this Agreement.

Except as provided in General Condition 00700-48, the Contractor shall not be relieved from the Contractor's obligations to perform the work in accordance with the contract documents by the

activities or duties of the County or any of its officers, employees, or agents, including inspections, tests or approvals, required or performed pursuant to this agreement.

00700-18 RESPONSIBILITY FOR ACTS OF EMPLOYEES

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

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

00700-19 LABOR, MATERIALS, SUPPLIES, AND EQUIPMENT

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

00700-20 DISCIPLINE ON WORK SITE

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

00700-21 HOURS OF OPERATION

All work at the construction site shall be performed during regular business hours of the Fulton County government (Monday-Friday 8:00 to 5:00), except upon the Construction Manager's prior written consent to other work hours. It is further understood that the Contractor's construction schedule is based on a normal 40 hours, five day work week, less Fulton County-recognized holidays. Contractors work schedule shall not violate Fulton County Noise Ordinance by working hours inconsistent with the Fulton County Noise Ordinance. The County's current noise ordinance or other applicable ordinance shall govern. If the Contractor desires to work in excess of this limit, the Contractor shall submit a written request to the Construction Manager, a minimum of five days prior to the desired work date. The Contractor shall be responsible for any additional expenses incurred by the Owner as a result of the extended work hours, including resident inspection overtime. The cost associated with resident inspector overtime shall be deducted from the Contractor monthly payment request.

00700-22 FAMILIARITY WITH WORK CONDITIONS

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

concerning conditions of the work made by any of its officers, agents, or employees prior to the execution of this agreement.

00700-23 RIGHT OF ENTRY

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

00700-24 NOTICES

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

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

Three days after depositing in the United States mail a certified letter addressed to the Contractor or the Construction Manager for the County. For purposes of mailed notices, the County's mailing address shall be 141 Pryor Street, 6th Floor, Atlanta, Georgia 30303, or as the County shall have otherwise notified the Contractor. The Contractor's mailing address shall be the address stated in its proposal or as it shall have most recently notified the Construction Manager in writing.

00700-25 SAFETY

A. SAFETY, HEALTH AND LOSS PREVENTION

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

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

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

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

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

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

1. All applicable laws, ordinances, rules, regulations and orders of any public, quasi-public or other governmental authority relating to the safety of persons and their protection against injury, specifically including, but in no event limited to, the Federal Occupational Safety and Health Act of 1970, as amended, and all rules and regulations now or hereafter in effect pursuant to said Act.
 2. All rules, regulations, and requirements of the County or its agent(s) and its insurance carriers relating there to. In the event of a conflict or differing requirements the more stringent shall govern.
- D. PROTECTION OF THE WORK
1. The Contractor shall, throughout the performance of the Work, maintain adequate and continuous protection of all Work and temporary facilities against loss or damage from whatever cause, shall protect the property of the County and third parties from loss or damage from whatever cause arising out of the performance of the Work, and shall comply with the requirements of the County or its agent(s) and its insurance carriers, and with all applicable laws, codes, rules and regulations, (as same may be amended) with respect to the prevention of loss or damage to property as a result of fire or other hazards.
 2. The County or its agent(s) may, but shall not be required to, make periodic inspections of the Project work area. In such event, however, the Contractor shall not be relieved of its aforesaid responsibilities and the County or its agent(s) shall not assume, nor shall it be deemed to have assumed, any responsibility otherwise imposed upon the assurance of Contractor by this Agreement.
- E. SAFETY EQUIPMENT
1. The Contractor shall provide to each worker on the Project work area the proper safety equipment for the duties being performed by that worker and will not permit any worker on the Project work area who fails or refuses to use the same. The County or its agent shall have the right, but not the obligation, to order the removal of a worker from the Project work site for his/her failure to comply with safe practices or substance abuse policies.
- F. EMERGENCIES
1. In any emergency affecting the safety of persons or property, or in the event of a claimed violation of any federal or state safety or health law or regulation, arising out of or in any way connected with the Work or its performance, the Contractor shall act immediately to prevent threatened damage, injury or loss and to remedy said violation. Failing such action the County or its agent(s) may immediately take whatever steps it deems necessary including, but not limited to, suspending the Work as provided in this Agreement.
 2. The County or its agent(s) may offset any and all costs or expenses of whatever nature, including attorneys' fees, paid or incurred by the County or its agent(s) (whether such fees are for in-house counsel or counsel retained by the County or its agent), in taking the steps authorized by Section 00700-25(G) (1) above against any sums then or thereafter due to the Contractor. The Contractor shall defend, indemnify and hold the County, its officers, agents, and employees harmless against any and all costs or expenses caused by or arising from the exercise by the County of its authority to act in an emergency as set out herein. If the Contractor shall be entitled to any additional compensation or extension of time change order on account of emergency work not due to the fault or neglect of the Contractor or its Sub-Contractors, such additional compensation or extension of time shall be determined in accordance with General Condition 00700-52 and General Condition 00700-87 of this Agreement.
- G. SUSPENSION OF THE WORK

1. Should, in the judgment of the County or its agent(s), the Contractor or any Sub-Contractor fail to provide a safe and healthy work place, the County or its agent shall have the right, but not the obligation, to suspend work in the unsafe areas until deficiencies are corrected. All costs of any nature (including, without limitation, overtime pay, liquidated damages or other costs arising out of delays) resulting from the suspension, by whomsoever incurred, shall be borne by the Contractor.
 2. Should the Contractor or any Sub-Contractor fail to provide a safe and healthy work place after being formally notified in writing by the County or its agents of such non-compliance, the contract may be terminated following the termination provision of the contract.
- H. CONTRACTOR'S INDEMNITY OF THE COUNTY FOR CONTRACTOR'S NON-COMPLIANCE WITH SAFETY PROGRAM
1. The Contractor recognizes that it has sole responsibility to assure its Safety Program is implemented and to assure its construction services are safely provided. The Contractor shall indemnify, defend and hold the County and its agents harmless, from and against any and all liability (whether public or private), penalties (contractual or otherwise), losses, damages, costs, attorneys' fees, expenses, causes of action, claims or judgments resulting, either in whole or in part, from any failure of the Contractor, its Sub-Contractors of any tier or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, to comply with the safety requirements of the contract. The Contractor shall not be relieved of its responsibilities under the safety requirements of the Contract should the County or its agent(s) act or fail to act pursuant to its rights hereunder.
 2. The Contractor shall not raise as a defense to its obligation to indemnify under this Subparagraph I any failure of those indemnified hereunder to assure Contractor operates safely, it being understood and agreed that no such failure shall relieve the Contractor from its obligation to assure safe operations or from its obligation to so indemnify. The Contractor also hereby waives any rights it may have to seek contribution, either directly or indirectly, from those indemnified hereunder.
 3. In any and all claims against those indemnified hereunder by any employee of the Contractor, any Sub-Contractor of any tier or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this Subparagraph I shall not be limited in any way as to the amount or type of damages, compensation or benefits payable by or for the Contractor or any Sub-Contractor of any tier under any workers' compensation act, disability benefit or other employee benefit acts.

00700-26 BLASTING AND EXCAVATION

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

00700-27 HIGH VOLTAGE LINES

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

00700-28 SCAFFOLDING AND STAGING

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

00700-29 CLEAN-UP

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

00700-30 PROTECTION OF WORK

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

00700-31 REJECTED WORK

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

00700-32 DEFECTIVE WORK

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

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

00700-33 WARRANTY OF NEW MATERIALS

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

00700-34 CONTRACTOR'S WARRANTY OF THE WORK

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

00700-35 ASSIGNMENT OF MANUFACTURERS' WARRANTIES

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

00700-36 WARRANTIES IMPLIED BY LAW

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

00700-37 STOP WORK ORDERS

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

00700-38 TERMINATION FOR CAUSE

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

00700-39 TERMINATION FOR CONVENIENCE

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

00700-40 TERMINATION FOR CONVENIENCE - PAYMENT

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

done. Contractor shall also be paid for reasonable costs for the orderly filing and closing of the project.

00700-41 TERMINATION FOR CONVENIENCE - PAYMENT LIMITATIONS

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

00700-42 COST TO CURE

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

00700-43 ATTORNEY'S FEES

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

00700-44 CONTRACTOR'S RESPONSIBILITIES UPON TERMINATION

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

1. Stop work under the contract on the date and to the extent specified in the notice of termination;
2. Place no further orders or subcontracts for materials, services or facilities, except as may be necessary for completion of such portion of the work under the agreement as is not terminated;
3. Terminate all orders and subcontracts to the extent that they relate to the performance of work terminated by the notice of termination;
4. Assign to the County in the manner, at the times, and to the extent directed by the Construction Manager, all of the rights, title and interest of the Contractor under the orders and subcontracts so terminated, in which case the County shall have the right, at its discretion, to settle or pay any and all claims arising out of the termination of such orders or subcontracts;
5. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts with the approval or ratification of the Construction Manager, to the extent the Construction Manager may require, which approval or ratification shall be final for all purposes;
6. Transfer title and deliver to the entity or entities designated by the Construction Manager, in the manner, at the times, and to the extent, if any, directed by the Construction Manager, and to the extent specifically produced or specifically acquired by the Contractor for the performance of such portion of the work as has been terminated:
 - a. The fabricated or un-fabricated parts, work, and progress, partially completed supplies, and equipment, materials, parts, tools, dyes, jigs, and other fixtures, completed work, supplies, and other material produced as a part of or acquired in connection with the performance of the work terminated by the notice of termination; and

- b. The completed or partially completed plans, drawings, information, and other property to the work.
7. Use its best efforts to sell in the manner, at the times, to the extent, and at the prices directed or authorized by the Construction Manager, any property described in Section 6 of this paragraph, provided, however, that the Contractor shall not be required to extend credit to any buyer and further provided that the proceeds of any such transfer or disposition shall be applied in reduction of any payments to be made by the County to the Contractor pursuant to this agreement.
8. Complete performance of such part of the work as shall not have been terminated by the notice of termination; and
9. Take such action as may be necessary, or as the Construction Manager may direct, for the protection and preservation of the property related to the agreement which is in the possession of the Contractor and in which the County has or may acquire an interest.

00700-45 RECORDS

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

00700-46 DEDUCTIONS

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

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

00700-47 REIMBURSEMENT OF THE COUNTY

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

00700-48 SUSPENSION, INTERRUPTION, DELAY, DAMAGES

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

00700-49 COMMENCEMENT AND DURATION OF WORK

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

00700-50 TIME OF THE ESSENCE

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

00700-51 IMPACT DAMAGES

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

00700-52 DELAY

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

00700-53 INCLEMENT WEATHER

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

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

November 6 days
December 9 days

00700-54 DELAY - NOTICE AND CLAIM

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

00700-55 STATEMENT OF CLAIM - CONTENTS

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

00700-56 WORK BEHIND SCHEDULE, REMEDY BY CONTRACTOR

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

00700-57 DILIGENCE

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

00700-58 SET-OFFS

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

00700-59 REMEDIES CUMULATIVE

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

00700-60 TITLE TO MATERIALS

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

00700-61 INSPECTION OF MATERIALS

All materials and equipment used in the construction of the project shall be subject to adequate inspection and testing in accordance with accepted standards and in accordance with the

requirements of the contract documents. Additional tests performed after the rejection of materials or equipment shall be at the Contractor's expense.

00700-62 CONSTRUCTION MANAGER'S PRESENCE DURING TESTING

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

00700-63 MATERIALS INCORPORATED IN WORK

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

00700-64 STORAGE OF MATERIALS

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

00700-65 PAYROLL REPORTS

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

00700-66 CONTRACTORS' REPRESENTATIVE

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

00700-67 SPECIALTY SUB-CONTRACTORS

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

00700-68 INSPECTION BY THE CONSTRUCTION MANAGER

All work pursuant to this agreement shall be subject to inspection by the Construction Manager for conformity with contract drawings and specifications. The Contractor shall give the Construction Manager reasonable advance notice of operations requiring special inspection of a portion of the work.

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

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

00700-70 SCHEDULING OF THE WORK

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

00700-71 PROGRESS ESTIMATES

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

00700-72 PROGRESS PAYMENTS

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

00700-73 TIME OF PAYMENT

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

00700-74 RETAINAGE

The County shall retain from each progress payment ten percent of the estimated value of the work performed until the progress payments, including retainage, total 50 percent of the contract price. If a contract includes two or more projects or assignments that have been separately priced and have separate budgets, and the performances of such projects or assignments are not related to or dependent upon the performance of any other, the 50 per cent limit shall be based upon the price for each individual project or assignment. Thereafter, no further retainage shall be withheld so long as the Contractor is making satisfactory progress to insure completion of the work within the time specified therefore. The County may reinstate the ten percent retainage in the event the Construction Manager determines that the Contractor is not making satisfactory progress to complete the work within the time specified in this agreement or in the event that the Construction Manager provides a specific cause for such withholding. The County may also withhold retainage upon substantial completion of the work as provided in O.C.G.A. §13-10-81(c). Interest may be paid upon the retainage in accordance with Georgia law.

00700-75 PAYMENT OF SUBCONTRACTORS

The Contractor shall promptly pay each subcontractor upon the receipt of payment from the County. Such payment shall be made from the amount paid to the Contractor pursuant to the subcontractor's work. The Contractor shall also maintain the records of the percentage retained from payments to the Contractor pursuant to such subcontractor's work. The Contractor shall procure agreements from each subcontractor requiring each subcontractor to pay their

subcontractors, agents and employees in a similar manner. The County reserves the right to inquire of any subcontractor, supplier, materialmen, or subconsultant, the status of any indebtedness of the Contractor. The County further reserves the right to require the Contractor to designate on each instrument of payment exceeding \$400.00 to subcontractors, suppliers, materialmen, and subconsultants that such payment is on account of the work under this Contract.

00700-76 COUNTY'S RESPONSIBILITIES TO SUBCONTRACTORS

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

00700-77 PROGRESS PAYMENTS - ACCEPTANCE OF WORK

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

00700-78 PAYMENTS IN TRUST

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

00700-79 JOINT PAYMENTS

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

00700-80 RIGHT TO WITHHOLD PAYMENT

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

00700-81 CERTIFICATE OF SUBSTANTIAL COMPLETION

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

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

00700-82 PAYMENT UPON SUBSTANTIAL COMPLETION

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

00700-83 COMMENCEMENT OF WARRANTIES

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

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

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

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

00700-85 DOCUMENTATION OF COMPLETION OF WORK

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

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

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

00700-86 GOVERNING LAW

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

00700-87 CHANGES IN THE WORK**A. CHANGE ORDERS**

1. A Change Order is a written order to the Contractor signed to show the approval and the authorization of the County, issued after execution of the Contract, authorizing a change in the Work and/or an adjustment in the Contract Sum or the Contract Time. Change Orders shall be written using forms designated by the County with Contractor providing supporting documentation as required by the Construction Manager. The Contract Sum and the Contract Time may be changed only by approved Change Order pursuant to Fulton County Procedure 800-6. The amount payable by the Change Order is payment in full for all direct and indirect costs incurred and related to the work under said Change Order, including but not limited to delays, imports, acceleration, disruption and extended overhead. A Change Order signed by the Contractor indicates the Contractor's agreement therewith, including the adjustment in either or both of the Contract Sum or the Contract Time.
2. The County, without invalidating the Contract, may order changes in the Work within the general scope of the Contract as defined herein. The time allowed for performance of the work and the contract price to be paid to the Contractor may be adjusted accordingly.
3. The cost or credit to the County resulting from a change in the Work shall be determined in one or more of the following ways:
 - a. By mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
 - b. By unit prices stated in the Contract Documents or subsequently agreed upon;
 - c. By cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or
 - d. By the method provided in Subparagraph A4 below.
4. If none of the methods set forth in Subparagraphs 3a, 3b, or 3c above is agreed upon, the Contractor, provided a written order signed by the Construction Manager is received, shall promptly proceed with the Work involved. The cost of such Work shall then be determined by the Construction Manager on basis of the reasonable expenditures and savings of those performing the Work attributable to the change. The cost of the change shall include only the items listed in Subparagraph 5a below, and in the case of either a decrease or an increase in the Contract Sum, an allowance for overhead and profit in accordance with the schedules set forth in Subparagraphs 5b and 6 below shall be applied to the cost or credit.
 - a. In such case, and also under Subparagraph 3a above, the Contractor shall keep and present, in such form as the Construction Manager may prescribe, an itemized accounting of all actual costs expended, together with appropriate supporting data for inclusion in a Change Order.
 - b. All hourly rate charges shall be submitted to the Construction Manager for prior review and approval. All hourly rate charges shall be properly supported as required by the Construction Manager with certified payrolls, or their acceptable equivalent. When authorized to proceed for a given change and actual expenditures have been made prior to execution of a Change Order for the entire change, such actual expenditures may be summarized monthly, and if approved, incorporated into a Change Order. When both additions and credits covering related

Work or substitutions are involved in any one change, the allowance for overhead and profit shall be figured on the basis of the net increase or decrease, if any, with respect to that change.

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

they shall be itemized also. In no case shall a change be approved without such itemization.

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

B. CONCEALED, UNKNOWN AND DIFFERING CONDITIONS

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

C. REQUESTS FOR ADDITIONAL COST

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

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

D. MINOR CHANGES IN THE WORK

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

E. BONDS

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

00700-88 DISAGREEMENT WITH ORDERS FOR CHANGE

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

00700-89 NO WAIVER OF REMEDIES

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

00700-90 LAND AND RIGHTS-OF-WAY

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

00700-91 COORDINATION WITH STATE DEPARTMENT OF TRANSPORTATION

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.

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.

The Contractor shall receive no additional compensation or damages resulting from delay or work stoppage from DOT actions or scheduling.

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.

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EXHIBIT A
FINAL AFFIDAVIT

TO FULTON COUNTY, GEORGIA

I, _____, hereby certify that all suppliers of materials, equipment and service, subcontractors, mechanic, and laborers employed by _____ or any of his subcontractors in connection with the design and/or construction of _____ at Fulton County have been paid and satisfied in full as of _____, 200____, and that there are no outstanding obligations or claims of any kind for the payment of which Fulton County on the above-named project might be liable, or subject to, in any lawful proceeding at law or in equity.

Signature

Title

Personally appeared before me this _____ day of _____, 200____.
_____, who under Oath deposes and says that he is _____ of the firm of _____, that he has read the above statement and that to the best of his knowledge and belief same is an exact true statement.

Notary Public

My Commission expires

END OF SECTION

**SECTION 01005
Miscellaneous Requirements****PART 1 - GENERAL**

- A. The Contractor shall conform to all miscellaneous requirements as herein specified.

1.01 INTERFERENCE WITH EXISTING WORKS

- A. The Contractor shall at all times conduct his operations so as to interfere as little as possible with existing works. The Contractor shall develop a program, in cooperation with the Engineer and plant personnel, which shall provide for the construction and putting into service of the new works in the most orderly manner possible. This program shall be adhered to except as deviations therefrom are expressly permitted. All work of connecting with, cutting into, and reconstructing existing pipes or structures shall be planned to interfere with the operation of the existing facilities for the shortest possible time when the demands on the facilities best permit such interference, even though it may be necessary to work outside of normal working hours to meet these requirements. Before starting work which will interfere with the operation of existing facilities, the Contractor shall do all possible preparatory work and shall see that all tools, materials, and equipment are made ready and at hand.
- B. The Contractor shall make such minor modifications in the work relating to existing structures as may be necessary, without additional compensation.
- C. The Contractor shall have no claim for additional compensation by reason of delay or inconvenience in adapting his operations to meet the above requirements.

1.02 MAINTAINING SEWAGE WATER, AND STORM WATER FLOWS AND OTHER UTILITIES AND PROCESS FLOWS

- A. It is essential to the operation of the existing facilities system that there be no interruption in the flow of aforementioned utilities, except as expressly scheduled in Section 01100. To this end, the Contractor shall provide, maintain, and operate all temporary facilities such as dams, pumping equipment, conduits, and all other labor and equipment necessary to intercept these utilities before it reaches the points where it would interfere with his work, carry it past its work, and return it to the existing utility below its work.
- B. Minimum facility usage flow occurs during the night hours and weekends. The Contractor may work on the existing utilities at such times if he so chooses at no additional cost to the County

1.03 PHASE CONSTRUCTION

- A. Work under this contract is to be accomplished in a timely manner and in accordance with the completion time set forth in the Bid Proposal of Volume I, Bidding Documents for this project.

1.04 MOTOR AND STARTING EQUIPMENT DATA LIST

- A. Each Contractor shall obtain the necessary data from its equipment suppliers, and shall prepare a complete tabulation of all motors over 1/3 hp, and all electric heaters, to be furnished under his contract.
- B. The motor and heater tabulation shall include firm and accurate information as follows:

1. Name and identification of equipment.
 2. Manufacturer.
 3. Horsepower or kilowatt rating.
 4. Voltage.
 5. Phase.
 6. Speed.
 7. Full load current.
 8. Locked rotor current or code letter.
 9. Type of enclosure (open drip proof, totally enclosed, fan cooled, etc.).
 10. Automatic control equipment used (if applicable).
 11. NEMA size of starter or contactor.
 12. Overload heater size.
 13. Type of starter (full-voltage, reduced-voltage, autotransformer, etc.).
 14. Breaker trip setting or fuse size.
 15. Voltage of starter operating coil.
 16. If starter is at a motor control center, list motor control center number.
- C. The correct submission of starting equipment shop drawings is dependent upon timely submission of the complete motor and electric heater tabulation. To this end, all Contractors shall cooperate fully in the assimilation and dissemination of motor and electric heater data.
- D. Three copies of the tabulation shall be furnished to the Engineer. Two copies shall also be furnished concurrently to the Electrical Contractor, to use in preparing his order for starting equipment. The Electrical Contractor shall also prepare a composite tabulation of all of these motors and electric heaters, as specified under ELECTRICAL WORK - GENERAL.

1.05 VOLTAGE RATINGS OF MOTORS

- A. Unless otherwise specified, motors with ratings in excess of 1/3 hp shall be rated 460-volt (nameplate rating), three-phase, 60-Hertz; motors of 1/3 hp or less shall be rated 115-volt, single-phase, 60-Hertz.

1.06 HYDRAULIC UPLIFT OF STRUCTURES

- A. The Contractor shall be responsible for the protection of all structures against hydraulic uplift until such structures have been accepted finally by the County

+ + + END OF SECTION 01005 + + +

**SECTION 01010
SUMMARY OF WORK**

PART 1 - GENERAL

1.01 DESCRIPTION

- A. Summary: Major areas of the Work consist of, but are not limited to, the following items:
1. Construct new submersible pumping station, including influent piping wet well structure, pumps, valves, piping and flow meters for a complete and operational facility.
 2. Demolish existing pump station and piping on completion of the new pumping station and written acceptance of the facility by Fulton County.
 3. Demolish existing facilities shown on the drawings and specified herein. Haul off all debris from the site to a permitted landfill. Restore and regrade the area for proper drainage.

+ + + END OF SECTION 01010 + + +

**SECTION 01025
MEASUREMENT AND PAYMENT****PART 1 – GENERAL****1.01 Scope**

- A. The Bid lists each item of the project for which payment will be made. No payment will be made for any items other than those listed in the Bid.
- B. Required items of work and incidentals necessary for the satisfactory completion of the work which are not specifically listed in the bid, and which are not specified in this section to be measured or to be included in one of the items listed in the Bid, shall be considered as incidental to the work. All costs thereof, including Contractor's overhead costs and profit, shall be considered as included in the lump sum or the unit prices bid for the various bid items. The contractor shall prepare the 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 specified and as indicated on the drawings.

1.02 Descriptions

- A. Measurement of any work item will be by the unit indicated in the Bid.
- B. Final payment quantities shall be determined from the record drawings.
- C. Payment will include all necessary and incidental related work not specified to be included in any other item of work listed in the Bid.
- D. Unless otherwise stated in individual sections of the specifications or in the Bid, (or as approved in writing by the engineer prior to beginning the work,) 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 of all such items required shall be included in the price bid for item of which it is apart. In the event engineer requests work that is agreed by both the Engineer and the Contractor as not included in the bid, that item of work will be paid for at actual cost (invoices required) plus 10% markup.
- E. Payment shall be made by extending unit prices multiplied by quantities provided and then summing the extended prices to reflect actual work. Such price and payment shall constitute full compensation to the contractor for furnishing all plant, labor, equipment, tools and materials not furnished by the owner and for performing all operations required to provide to the owner the entire Project complete in place, as specified and as indicated on the drawings.
- F. "Products" shall mean materials or equipment permanently incorporated into the work.
- G. "Provide" shall mean furnish and install.

1.03 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 work shall be done as part of the price of item involved.

- C. No separate payment shall be made for any traffic control, work area protection, recording, safety measures, setup of equipment and setup 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.

1.04 Erosion and Sedimentation Control

- A. General
 - 1. No separate payment shall be made for temporary and/or permanent erosion and sedimentation controls, except as noted below. All other temporary and or permanent erosion and sedimentation costs shall be included in the unit bid price for the item to which it pertains.
 - 2. No Payment will be made for any portion of the project for which temporary erosion and sediment controls are not properly maintained.
 - 3. Quantities of payment shall be based upon actual quantity constructed by the Contractor
- B. Construction Exits: All costs of construction exits, including installation, maintenance, repair and removal shall be included in the unit price bid for Construction exits.
- C. Reinforced Silt Fence: All costs for Type C silt fence, where ordered by the engineer, including installation, maintenance, repair, replacement and removal, shall be included in the unit price bid for Reinforced Silt Fence.
- D. Stone Check Dams: All costs for Stone Check Dams, where ordered by the engineer, including installation, maintenance, repair, replacement and removal, shall be included in the unit price bid for Stone Check Dams.
- E. Sediment Traps: All costs for Sediment Traps, where ordered by the engineer, including installation, maintenance, repair, replacement and removal, shall be included in the unit price bid for Sediment Traps.
- F. Inlet Filters:: All costs for Inlet Filters, where ordered by the engineer, including installation, maintenance, repair, replacement and removal, shall be included in the unit price bid for Inlet Filters
- G. Sediment Boxes: All costs for Sediment Boxes, where ordered by the engineer, including installation, maintenance, repair, replacement and removal, shall be included in the unit price bid for Sediment Boxes.

H. Rip Rap

1. The cost of all rip rap, including filter fabric, shown on the drawings, specified, or directed by engineer, shall be included in the unit price bid for rip rap
2. When crossing a stream or ditch, the quantity eligible for payment shall be limited to 10 feet upstream and 10 feet downstream from top of trench excavation and from five feet from top of bank across a creek or ditch, banks and bottoms, to five feet beyond top of bank. Any other areas at creeks or ditches disturbed by the contractor, which require rip rap, shall be rip rapped at no additional cost to the Owner.

I. Grassing

1. No separate payment shall be made for temporary and/or permanent grassing
2. Payment shall be made only for the final permanent grassing. All costs for grassing, including seeding, fertilizing, mulching as well as temporary measures, shall be included in Item 5-d. Landscaping.

1.05 Pump Station

- A. New Pump Station: Payment to the contractor of the total bid price for this item 1a in Bid Schedule for completion of the new submersible pump station will be made and shall fully compensate the Contractor for furnishing all labor, materials, equipment, overhead and incidentals required to complete the work, complete and ready for acceptance and operation by the county, all in accordance with the contract documents, excluding those items for which payment is specified elsewhere.

1.06 Demolition

- A. Demolition of Old Plant:: Payment to the contractor of the total bid price for this item 3 in Bid Schedule for Demolition of old plant will be made and shall fully compensate the Contractor for furnishing all labor, materials, equipment, overhead and incidentals required to Demolish the existing wastewater treatment plant, the pump station, piping and structures, hauling of debris to a permitted site, regarding the site, top soiling and grassing work, complete and ready for acceptance and use by the county, all in accordance with the contract documents, excluding those items for which payment is specified elsewhere.

1.07 Earthwork**A. Earth Excavation**

1. No separate payment will be made for earth excavation. The cost of such work and all costs incidental thereto shall be included in the price bid for the item to which work pertains.
2. No separate payment will be made for providing sheeting, bracing and timbering.

B. Rock Excavation

1. Rock excavation shall be paid for separately at the unit price bid for mass rock at the unit bid price for Mass Rock item 4a in Bid Schedule.
2. Payment will be made for measured quantity of rock excavated, at the unit price bid per cubic yard. The unit price for rock excavation shall include the cost of rock excavation, the cost of disposing of rock, the cost of providing sufficient and suitable fill material and all costs incidental thereto. The allowable volume of rock excavation for payment, unless otherwise authorized by the engineer shall be based on measurements described below. No allowance shall be made for excavation beyond required dimensions.
3. Horizontal measurement shall be to the actual dimension of the excavation, but not exceeding one foot beyond the outer surface of the structure or a minimum of two feet from a wall.
4. Depth measurement shall be made from the original to of rock to the bottom of the structure or ditch as specified, or to the bottom of rock, whichever has the highest elevation.
5. The Engineer must be given reasonable notice to measure all rock.

C. Unsuitable Material

1. Payment for removal and replacement of unsuitable material which is ordered by the Engineer which is not shown on the drawings or specified, shall be made at the unit bid price for:
 - a. Replacement with Crushed Stone
 - b. Replacement with Earth Material

1.08 Cash Allowances**A. General**

1. The contractor shall include in the Bid total all allowances stated in the bid document. These allowances shall cover the net costs of services provided by a firm selected by the owner. The contractors handling costs, labor overhead, profit and other expenses contemplated for the original allowance to which they pertain and not the allowances.
 2. No payment will be made for nonproductive time on the part of testing personnel due to contractor's failure to properly coordinate testing activities with the work schedule or the contractor's problems with maintaining equipment in good working condition. The contractor shall make all necessary excavations and shall supply any samples of materials necessary for conducting compaction and density tests.
 3. No Payment shall be provided for services that fail to verify required results.
- B. Should the net cost be more or less than the specified allowance, the contract allowance will be adjusted accordingly by a written change order. The amount of change will not recognize any changes in handling costs at the site, labor overhead profit and other expenses caused by adjustment of the allowance.

C. Documentation

1. Submit copies of invoices with each periodic payment request from the firm providing the services.
2. Submit results of services provided which verify required results.

D. Schedule of Cash Allowances

1. Soils, Concrete, Asphalt and Materials Testing: Allow the amount provided in the bid for the services of a geotechnical engineering firm and testing laboratory to verify soils conditions including trench excavation and backfill. Asphalt coring and density tests, testing of concrete cylinders for poured in place concrete, and similar issues as directed by the Engineer.
2. Unforeseen Conditions: Allowance to cover any unusual or additional work required to complete the project, when directed by the Fulton County Project Manager.
3. Differing Site Conditions: Allow the amount specified in the bid to resolve any differing site conditions. Must be pre-approved by the Fulton County Project Manager.
4. Landscaping: Allowance in the Bid to resolve landscape and permanent grassing issues.
5. Permit Fees: To be used to cover the actual cost of permit fees.
6. Asbestos testing and removal: Allowance to cover costs on testing and removal of asbestos as directed by the Fulton County Project Manager.
7. Utility Conflict Resolution: Allow the amount specified in the Bid to resolve any unforeseen utility conflicts (including relocating and/or replacement), when directed by the Fulton County Project Manager.

+ + + END OF SECTION 01200 + + +

**SECTION 01040
COORDINATION****PART 1 - GENERAL****1.01 SUMMARY**

- A. Coordinate execution of the Work with subcontractors and the Engineer as required to maintain operation of the existing facilities and satisfactory progress of the Work.
- B. Requirements of this Section will be in addition to those stated in the General Conditions.
- C. The Engineer may require a written explanation of the Contractor's plan for accomplishing separate phases of the Work.

1.02 CUTTING AND PATCHING

- A. Coordinate execution of the Work with subcontractors and the Engineer as required maintaining operation of the existing facilities and satisfactory progress of the Work.
 - a. The Contractor shall leave all chases or openings for the installation of its own or any of its subcontractor's work, or shall cut the same in existing work, and shall see that all sleeves or forms are at the work and properly set in ample time to prevent delays. See that all such chases, openings and sleeves are located accurately and are of proper size and shape, and shall consult with the Engineer and its subcontractors concerned in reference to this work. In case of its failure to leave or cut all such openings or have all such sleeves provided and set in proper time, the Contractor shall cut them or set them afterwards at its own expense, but in so doing shall confine the cutting to the smallest extent possible consistent with the work to be done. In no case shall structural members be cut without the written consent of the Engineer.
 - b. Carefully fit around, close up, repair, patch, and point around the work specified herein to the satisfaction of the Engineer.
- B. All of this work shall be done by careful workers competent to do such work and with the proper small hand tools. Power tools shall not be used except where, in the opinion of the Engineer, the type of tool proposed can be used without damage to any work or structures and without inconvenience or interference with the operation of any facilities. The Engineer's concurrence with the type of tools shall not in any way relieve or diminish the responsibility of the Contractor for such damage, inconvenience, or interference resulting from the use of such tools.
- C. Do not cut or alter the work of any subcontractor, except with the written consent of the subcontractor whose work is to be cut or altered, or with the written consent of the Engineer. All cutting and patching or repairing made necessary by the negligence, carelessness or incompetence of the Contractor or any of its subcontractors, shall be done by, or at the expense of, the Contractor and shall be the responsibility of the Contractor.

1.03 EXISTING UTILITIES

- A. Consult with the Engineer on a daily basis while the Contractor is performing demolition, excavation, or any other alteration activity. No sewer function, utility or structure is to be

altered, shut off or removed unless approved in advance, and in writing, by the Engineer. The Contractor shall give the Engineer at least 48 hours advanced notice, in writing, of the need to alter, shut off or remove such function.

- B. Coordinate the Work with the Engineer and revise daily activities if needed so as to not adversely affect system operations. Such revisions in the proposed work schedule will be accomplished with no additional compensation to the Contractor.
- C. Comply with the requirements of Section 01100 of these Specifications.

+ + + END OF SECTION 01040 + + +

**SECTION 01050
SURVEY**

PART 1 - GENERAL

1.01 SCOPE

- A. A primary control traverse of first order accuracy has been established along the property boundary. This traverse is tied to the State Plane Coordinate System, which is based on North American Datum 1983. Bench marks were set on the site.
- B. In comparing actual measured distances with distances calculated from the coordinates or the project stationing, it will be necessary to take account of the scale factor given on the Overall Alignment Geometry Drawing.
- C. The monument are shown on the existing conditions drawings and available for the Contractor's reference and use for construction of this Project.

+++ END OF SECTION 01050 +++

**SECTION 01060
REGULATORY REQUIREMENTS****PART 1 - GENERAL****1.01 SCOPE**

- A. Permits and Responsibilities: The Contractor shall, without additional expense to the County, be responsible for obtaining NPDES permits for stormwater discharges from this project, and for complying with any applicable federal, state, county and municipal laws, codes and regulations, in connection with the prosecution of the Work.
- B. The Contractor shall take proper safety and health precautions to protect the Work, the workers, the public and the property of others.
- C. The Contractor shall also be responsible for all materials delivered and work performed until completion and acceptance of the Work, except for any completed unit of construction thereof, which may heretofore have been accepted.

1.02 NPDES PERMITS FOR STORM WATER DISCHARGES

- A. The Federal Water Pollution Control Act (also known as the Clean Water Act (CWA)), as amended in 1987, requires National Pollutant Discharge Elimination System (NPDES) permits for storm water discharges associated with industrial activity.
- B. On November 16, 1990, (55 FR 47990), the Environmental Protection Agency (EPA) issued regulations establishing permit application requirements for storm water discharges associated with industrial activity. These regulations are primarily contained in Section 122.26 of Section 40 of the Code of Federal Regulations (40 CFR Part 122.26).
- C. The November 16, 1990 regulation established the following definition of "storm water discharge associated with industrial activity" at 40 CFR 122.26(b)(14):
 - i. "Storm water discharge associated with industrial activity" means the discharge from any conveyance, which is used for collecting and conveying storm water, and which is directly related to manufacturing, processing or raw materials storage areas at an industrial plant. For the categories of industries identified in subparagraphs (i) through (x) of this subsection, the term includes, but is not limited to, storm water discharges from industrial plant yards; immediate access roads and rail lines used or traveled by carriers of raw materials, manufactured products, waste material, or by-products used or created by the facility; material handling sites; refuse sites; sites used for the application or disposal of process waste waters (as defined at 40 CFR 401); sites used for the storage and maintenance of material handling equipment; sites used for residual treatment, storage, or disposal; shipping and receiving areas; manufacturing buildings; storage areas (including tank farms) for raw materials, and intermediate and finished products; and areas where industrial activity has taken place in the past and significant materials remain and are exposed to storm water. The following categories of facilities are considered to be engaging in "industrial activity" for purposes of this subsection:
 - ii. (ix) and (xi) omitted for brevity.

- (xi) Construction activity including clearing, grading and excavation activities except: operations that result in the disturbance of less than five acres of total land area which are not part of a larger common plan of development or sale;
- D. These regulations are effective for all activities covered by the regulation on or after October 1, 1992.
- E. As a minimum, the Contractor shall complete EPA Form 3510-2F. A manual entitled "Guidance Manual for the Preparation of NPDES Permit Applications for Storm Water Discharges Associated With Industrial Activity" as published by the United States Environmental Protection Agency, is available to assist the Contractor in the application process.

+ + + END OF SECTION 01060 + + +

**SECTION 01310
PROJECT SCHEDULES****PART 1 – GENERAL****1.01 SCOPE**

- A. The County's existing methods will be utilized by the Contractor. The primary function of the system is to facilitate timely processing and approval of all contract documentation in coordination with the Overall Project Schedule established by these Specifications and the Contractor. This system will utilize Primavera P3 Engineering & Construction for CPM scheduling, Primavera Expedition for document tracking and control.
- B. The Expedition document tracking and control software will:
1. Facilitate communication among the County and Contractor;
 2. Facilitate turn-around time with regard to responses and approvals;
 3. Provide a central location for all Project information to facilitate all Project participants in performing their tasks based on the latest Project data;
 4. Provide a standard system of project reporting and administration with accountability.
- C. The Contractor will utilize the system to create the required project documents and monthly project status reports. The system will be used to create and track the following documents:
1. Project Contact List: Addresses, phone numbers, personnel contacts, etc.
 2. Drawings Log: Current drawing revision log.
 3. Shop drawing submittal log.
 4. Transmittals.
 5. Requests for Information & Answers (RFIs).
 6. Change Documents, Including:
 - a. Requests for Proposal (RFPs).
 - b. Proposed Changes (PCOs).
 - c. Change Order Requests (CORs).
 - d. Change Orders (CO).
 7. Daily Reports: Integrated with the Overall Project Schedule, including Contractor's daily reports and County's reports.
 8. Field Orders & Clarification Memos.
 9. Notices of Non-Compliance.
 10. Construction Issue Memos.

11. Punchlists.
12. Meeting Minutes & Agendas.
13. Correspondence.
14. Progress Payments (integrated with cost loaded P3 schedule of values).
15. Work plans.
16. Start-up plans.

D. Software:

1. The Contractor shall include in its bid the cost for procuring software and current licenses of the following software programs:
 - a. Primavera Expedition - **one** licenses, to be turned over to the County. Version is as determined by the County Project Manager
 - b. Primavera P3 Engineering & Construction – **one** license, to be utilized by the Contractor for use on this project and turned over to the County at the end of the project.
2. The Contractor shall also purchase technical support, training, maintenance, and upgrades for the duration of the Project for all software identified above for the full duration of the Project
3. Other software is not acceptable.
4. Ownership of all software licenses shall be assigned to and retained by the County

- E. Training: The Contractor shall be required to attend a minimum 1-day training session on the operation of Expedition, provided by a Primavera Authorized Trainer.

The Contractor shall utilize the complete capabilities of the system to meet the requirements of this Section. The Contractor shall provide a trained and experienced construction project controls person knowledgeable in construction work sequencing, productivity, scheduling and application of the software. This person, along with the Contractor's management team, shall work closely with the county to deliver the documents outlined in this Section.

- F. Hardware: The Contractor shall provide for project use a high capacity scanner capable of scanning 11 x 17 documents, double sided, on site for the entire duration of the Project. The Contractor shall have adequate computer system capability in its Contractor Facilities to connect to and use the Project Controls Tools. The connection method shall be based upon the physical connections availability at the various field and office locations. The priority preference for these connections is: DSL, Cable Modems, and if necessary T1 connections. No dial-up modems will be allowed. The monthly charges for these services shall be paid by the Contractor for the duration of their contract. No partial payment application will be approved until all connections are provided and installed to the satisfaction of the County's Project Controls Support Group. The Contractor's connection computer(s) must have a minimum operating system of Windows Professional or greater, 3.5 Hz speed with 1024mb RAM. The Internet Explorer web browser must be version 5.5 or greater. The Contractor's

printers must not be USB connection printers. The printer must be a dedicated printer, HP LaserJet compatible.

1.02 DRAWINGS

- A. General: The contractor will maintain a log of initial "issued for construction" drawings in the PCT. Information shall include drawing number, title, and revision number.
- B. Drawings: In addition to logging the initial project Drawing list, the contractor will maintain a log on the PCT of all subsequent revisions to these drawings resulting from clarification memos, RFI's, field orders, and Change Orders. The Contractor is responsible to utilize the latest Drawings and sketches, as identified in the PCT system, in the performance of its work.
- C. Sketches: The County will maintain a log on the PCT of all sketches issued by the County and incorporated into the Project as a result of clarification memos, RFI's, field orders, and change orders. The Contractor shall ensure the utilization of the most current drawings, as identified in the PCT system, in the performance of the Work.

1.03 SUBMITTALS/SHOP DRAWINGS

- A. Requirements: This Section of the Specifications specifies supplemental requirements to the general conditions, related to the processing of submittals and shop drawings. The contractor shall monitor and manage submittal processing. The PCT will be utilized to log and track submittals, generate transmittal letters, and generate dunning letters through the review process.
- B. Submittal Log: The Contractor will create the submittal log and enter it into the PCT utilizing the Expedition program. The log will list all of the submittals required for review by the County. adjust the log if it deems the amendments reasonable.
- C. Submittal Identification and Packaging: Submittals shall be incorporated into packages, with numbering as follows: XXXXX.YYYZ, where 'X' denotes the applicable specification section and 'Y' denotes the individual submittal number for that particular specification section, beginning with 001. The initial submittal shall be identified in Expedition as "Latest Revision" A. Subsequent resubmittals shall be identified B, C, etc. Packages shall be identified as follows: XXXXX; where 'X' denotes the applicable specification section. The County will log and track all submittals utilizing the PCT. Each review cycle shall be entered into the PCT. The Contractor shall identify as an activity in the CPM schedule, all major equipment submittals as well as those involving complex reviews and long lead deliveries. Submittal schedule information shall be updated monthly with the Contractor's updated project CPM schedule.
- D. Guarantees/Warranties: A list of all required Guarantee/Warranty submittals will be entered into the PCT by the contractor. These submittals shall be identified as individual submittals within the submittal packages with numbering as specified above.
- E. Operation & Maintenance Manuals: A list of all required Operation & Maintenance Manual (O&M) submittals will be entered into the PCT. These submittals shall be identified as individual submittals within the general conditions, rather than the corresponding equipment section.
- F. Test Reports: These submittals shall be identified as individual submittals within the submittal packages identified with numbering as specified above.

- G. Submittal Procedures: The Contractor shall prepare all submittal packages utilizing the submittal numbering system, description and packaging conventions described above. Submittals prepared by the Contractor, which fail to follow the conventions described above, will be returned "un-reviewed". After the submittal log has been assembled, reviewed and implemented, should the Contractor determine that a submittal is required, that is not listed in the log, consult with the County to determine if the submittal should be added to the log. If so, determine the submittal number, description and packaging required. The submittal and package will be added to the log by the County.
- H. Submittal Transmissions: To the maximum extent possible, transmit submittals to the County electronically. Exceptions are shop drawings larger than 11" x 17", samples and color charts. Other exceptions to the electronic format requirement must be approved by the County. Electronic and Hard copies of the O&M manuals shall be provided in accordance with Section 01730. The electronic submittal data file shall be attached to the transmittal form in the Expedition program.

1.04 TRANSMITTAL LOG

- A. General: The County shall monitor and manage the transmittal log. All Project transmittals shall be created electronically and are automatically sequentially numbered and logged into the PCT system as they are created. The Contractor shall generate transmittals for transmitting submittals, reports and other data to the County.
- B. Requests for Information: The Contractor shall be responsible for generating RFI's in the Expedition program. The Contractor shall place the RFI in the County's Expedition InBox. The PCT will identify the date of the request, the originator, responsible party for a response and the date of the response.

1.05 CHANGE DOCUMENTS

- A. These documents include Request for Proposals (RFP's), Change Order Requests (COR's), Proposed Change Orders (PCO's) and Change Orders (CO's). All change documents will be generated within the "Change Management" module and will be monitored and managed by the County. The PCT will track "Ball in Court" status of all change documents. Following County's acceptance and formal execution of a Change Order, the Change Order will be generated within the PCT and integrated with the monthly payment requisition form.

1.06 DAILY REPORTS

- A. The Contractor is responsible for creating daily reports utilizing the Expedition program. The Contractor shall produce the daily reports in Expedition, thereby entering the reports into the PCT. Required information shall include Contractor, Date, Day, Temperature, Precipitation, Sky, Wind, Work Activity, Equipment, Field Force, Visitors, Materials, and list the scheduled activities utilizing the P3 Engineering & Construction schedule activity codes. Daily reports, which fail to link work activities to the active P3 Engineering & Construction schedule will not be acceptable. The Contractor shall complete each daily report 10:00 a.m. of the subsequent day that Contractor or subcontractor performed work under the Contract. The Contractor shall also provide hard copies of all daily reports on a weekly basis. The hard copies must bear the signature of the author of the report.

+ + + END OF SECTION 01310 + + +

**SECTION 01320
CONSTRUCTION PHOTOGRAPHS****PART I – GENERAL****1.01 GENERAL**

- A. The Contractor shall submit to the county, on the last day of each week, the daily progress reports for each day worked that week. The required content of the daily progress reports to including the following information:
1. A statement of work performed each day
 2. A manpower report indicating numbers working each day by trade, including subcontractors
 3. A copy of a delivery receipt of all deliveries, to the project each day, of the equipment or materials that require approval according to these Specifications
 4. Weather conditions each day.
 5. Other data pertinent to the progress of the work
- B. As the work progresses, the Contractor shall provide record digital photographs of all major components of the construction. The digital camera used shall incorporate file dating of each photograph, and shall have a minimum image resolution of 1600 x 1200 pixels. The digital photographs shall be taken at least weekly, or more frequently as necessary to provide an appropriate record of the work. Three (3) hardcopy 8" x 10" color prints of each digital photographic shot for a minimum of ten (10) shots shall be submitted monthly with each pay request. The digital photographs shall be representative of the primary work being claimed for during the period under consideration. The view selection will be agreed to by the Engineer. Pertinent annotation of 12 pt-uppercase font size will be provided at the bottom front left corner of all digital photographs, including, project name, Contractor's name, description of subject, orientation, date and time of exposure, and frame number. Each photograph shall have a clearly labeled frame number. The frame number shall include the letters PR followed by the character right justified photo sequence number (e.g. PR003). Digital photographs submitted shall be enclosed back to back in a double face plastic sleeve punched to fit a standard three-ring binder.

+ + END OF SECTION 01320 + +

SECTION 01410
TESTING LABORATORY SERVICES**PART 1 - GENERAL****1.01 SCOPE**

- A. From time to time during progress of the Work, the Engineer may require that testing be performed to determine that materials provided for the Work meet the specified requirements, in accordance with the requirements of the Specifications. Such testing includes, but is not necessarily limited to:
1. Cement
 2. Aggregate
 3. Concrete
 4. Concrete block
 5. Pipe
 6. Steel and metals
 7. Welding
 8. Soil compaction
 9. Bituminous pavement
- B. Requirements for testing may be described in various sections of these Specifications; where no testing requirements are described but the Engineer decides that testing is required to demonstrate compliance with specified material or performance standards, the Engineer may require testing to be performed under current pertinent standards for testing.
- C. Employment of a testing laboratory shall in no way relieve the Contractor of Contractor's obligation to perform work meeting the requirements of the Contract.
- D. The independent testing laboratory shall be selected, submitted and paid by the Contractor. They must be approved in writing by the Engineer before any testing services are performed.
- E. The Contractor shall pay directly for the services of the independent testing laboratory, approved by the Engineer, for all testing required under this Contract.

1.02 LABORATORY DUTIES

- A. Cooperate with Engineer and Contractor.
- B. Provide qualified personnel promptly on notice.
- C. Perform specified inspections, sampling and testing of materials and methods of construction.
1. Comply with specified standards, ASTM, other recognized authorities and as specified.
 2. Ascertain compliance with requirements of Contract Documents.
- D. Promptly notify Engineer and Contractor of irregularity or deficiency of work, which are observed during performance of services.
- E. Promptly submit three (3) copies (two (2) copies to Engineer and one (1) copy to

Contractor) of report of inspections and tests in addition to those additional copies required by the Contractor including:

1. Date issued
2. Project title and number
3. Testing laboratory name and address
4. Name and signature of inspector
5. Date of inspection or sampling
6. Record of temperature and weather
7. Date of test
8. Identification of product and Specification section
9. Location of Project
10. Type of inspection or test
11. Results of test
12. Observations regarding compliance with Contract Documents

F. Perform additional services as required.

G. Laboratory is not authorized to:

1. Release, revoke, alter or enlarge on requirements of Contract Documents.
2. Approve or accept any portion of Work.

1.03 CONTRACTOR RESPONSIBILITIES

- A. Cooperate with laboratory personnel, provide access to Work and/or manufacturer's requirements.
- B. Provide to laboratory, preliminary representative samples, in required quantities, of materials to be tested.
- C. Furnish copies of mill test reports.
- D. Furnish required labor and facilities.
 1. To provide access to Work to be tested
 2. To obtain and handle samples at the site
 3. To facilitate inspections and tests
 4. Build or furnish a holding box for concrete cylinders or other samples as required by the laboratory.
- E. Notify laboratory sufficiently in advance of operation to allow for the assignment of personnel and schedules of tests.
- F. Laboratory Tests: Where such inspection and testing are to be conducted by an independent laboratory agency, the sample or samples shall be selected by such laboratory or agency or the Engineer and shipped to the laboratory by the Contractor at Contractor's expense.
- G. Copies of all correspondence between the Contractor and testing agencies shall be provided to the Engineer.

1.04 QUALITY ASSURANCE

Testing, when required, will be in accordance with all pertinent codes and regulations and with procedures and requirements of the American Society for Testing and Materials (ASTM).

1.05 PRODUCT HANDLING

Promptly process and distribute all required copies of test reports and related instructions to insure all necessary retesting or replacement of materials with the least possible delay in progress of the Work.

1.06 FURNISHING MATERIALS

The Contractor shall be responsible for furnishing all materials necessary for testing.

1.07 CODE COMPLIANCE TESTING

Inspections and tests required by codes or ordinances or by a plan approval authority, and made by a legally constituted authority, shall be the responsibility of and shall be paid for by the Contractor, unless otherwise provided in the Contract Documents.

1.08 CONTRACTOR'S CONVENIENCE TESTING

Inspection or testing performed exclusively for the Contractor's convenience shall be the sole responsibility of the Contractor.

1.09 SCHEDULES FOR TESTING**A. Establishing Schedule**

1. The Contractor shall, by advance discussion with the testing laboratory determine the time required for the laboratory to perform its tests and to issue each of its findings, and make all arrangements for the testing laboratory to be on site to provide the required testing.
2. Provide all required time within the construction schedule.

- B.** When changes of construction schedule are necessary during construction, coordinate all such changes of schedule with the testing laboratory as required.

1.10 TEST AND CERTIFICATIONS**A. General:** As a minimum, the following tests shall be performed and the following certifications provided:

1. Cement: Certified test results by cement manufacturer or by independent laboratory shall be furnished as required by the Engineer.
2. Aggregate and Mortar Sand: Certified test results by aggregate producer or by independent laboratory shall be furnished as required by the Engineer.
3. Concrete
 - a. At least five (5) standard 6-inch cylinders shall be taken each day for each 100 cubic yard or fraction thereof for each class of concrete used.
 - b. The number of cylinders, the point of sampling, and the method of securing

- the samples shall be determined by the Engineer.
- c. The five (5) samples shall be taken to the testing laboratory for laboratory curing.
 - d. Two (2) of the laboratory cured samples shall be tested at 7 days, two (2) samples tested at 28 days; one (1) sample in reserve.
 - e. Test all concrete in accordance with ASTM C31-69, C39-71 and C-172.
 - f. Slump Tests
 - g. Perform slump tests on the job in accordance with ASTM standards.
 - h. One (1) slump test shall be performed for each 25 cubic yards of concrete.
 - i. More slump tests shall be performed if deemed necessary by the Engineer.
 - j. Perform air entrainment tests in accordance with the following standards:
 - k. Field tests - ASTM C 173
 - l. Laboratory tests - ASTM C 231
- B. Precast and Concrete Block for Buildings
- 1. Block and precast may be visually inspected on the site by the Engineer.
 - 2. The Engineer reserves the right to have the concrete block tested by an independent laboratory.
- C. Steel and Miscellaneous Metal: Reinforcing steel, structural steel and miscellaneous metal may be inspected visually on the site by the Engineer.
- D. Welding: 1 percent of all structural welds during construction shall be inspected either visually or by an independent laboratory as required by the Engineer.
- E. Compaction of Earthwork
- 1. The compaction shall be tested by the Engineer or by an independent laboratory.
 - 2. The testing shall be performed in a manner in accordance with these Specifications.
- F. Bituminous Concrete: The material testing for the bituminous concrete shall be performed by an independent laboratory as deemed necessary by the Engineer.

1.11 TAKING SPECIMENS

Unless otherwise provided in the Contract Documents, all specimens and samples for tests will be taken by the testing laboratory or the Engineer.

1.12 TRANSPORTING SAMPLES

The Contractor shall be responsible for transporting all samples, except those taken by testing laboratory personnel, to the testing laboratory.

+++ END OF SECTION 01410 +++

**SECTION 01500
TEMPORARY FACILITIES****PART 1 - GENERAL****1.01 SCOPE**

- A. Contractor shall use existing trailers at the site. Contractor should inspect the trailers prior to bidding this work and shall include all costs associated with upgrading the trailers. The Contractor shall provide all additional temporary facilities necessary for the proper completion of the Work, as necessary and as specified.
- B. Maintain temporary facilities in proper and safe condition through the progress of the Work. In the event of loss or damage, immediately make all repairs and replacements necessary subject to approval of the Engineer and at no additional cost to County. At completion of the Work remove all such temporary facilities or as directed by the Engineer.
- C. The ownership of the trailers for Engineer's facilities shall remain with the Owner. However, all the office furnishings and equipment provided by Contractor under this section of specifications shall remain as contractor properties. **At completion of the Work the two (2) trailers become the contractor's property to be moved and disposed of off site.**

1.02 REQUIREMENTS

A. General

- 1. The materials, equipment, and furnishings provided under this Section shall be new, and shall meet all the applicable codes and regulations.
- 2. Make all provisions, and pay all costs of furnishing, installation, maintenance, professional services, permit fees, and site work for the temporary facilities.

1.03 CONTRACTOR'S FACILITIES

- A. Contractor's Plant: Submit a plan of the plant layout to Engineer for approval within 15 days of the Notice to Proceed. Contractor's plant, for purposes of this Section, is defined to include but not limited to its field offices, first aid station, storage facilities. Sufficient construction plant shall be provided and maintained at all points where work is in progress to meet adequately demands of the Work and with ample margin for emergencies or overload.
- B. The plant shall be of sufficient capacity and reliability to permit a rate of progress, which will insure completion of the Work within the time stipulated in the Contract. Insufficient, inadequate, improper plant or equipment shall be brought to acceptable condition or shall be removed from the site.
- C. The location of stationary and mobile equipment shall be subject to the Engineer's approval.
- D. First Aid Stations: Contractor shall provide a suitable first aid station at each working entrance. Each station shall be equipped with all facilities and medical supplies necessary to administer emergency first aid treatment. A qualified first aid attendant shall be on duty at each station for each working shift. Contractor shall have standing

arrangements for the removal and hospital treatment of any injured person. The information reflecting this arrangement shall be clearly posted for easy visibility. All first aid facilities and emergency ambulance service shall be made available by the Contractor to the County's and Engineer's personnel.

1.04 ENGINEER'S FACILITIES

A. Engineer's Project Office

1. Furnish one of the trailers for engineers office
2. The offices shall be provided with approximately 30 feet of 2-tier hung shelving and 30feet of lower cabinets, 30 inches in width and surfaced with wood grained laminate counter top. Each office shall include two, 2-drawer, letter sized file cabinets, used as a vertical support to the laminated counter top. The two tier shelving shall be constructed of 1x12 white pine, faced with 1x2 and 1x3 facing stained to match the paneling, and finished with 2 coats of polyurethane satin varnish. The shelving shall be designed to support a full load of manuals, books, etc. without sagging. All interior floors shall be covered with indoor/outdoor carpeting, except rest rooms, main entry, and the kitchen area, which shall be composition vinyl.
3. The office building shall be adequately wired for electricity in accordance with applicable codes to handle the total lighting, air conditioning, and other loads. Provide air conditioning and heating combination unit(s) to maintain 78 degrees F inside in winter with outside air temperature of 20 degrees F and 72 degrees F inside in summer with outside temperature of 100 degrees F. The HVAC units shall be located at the kitchen/break room end of the facility equipped with an overhead plenum wall return air wall system.
4. Furnish the services of a professional computer system installer to install, connect, and test the various computers, printers, communication equipment, and other peripherals specified in this section. The various cable types, lengths, adapters, and other connectors listed below are approximate and may have to be modified to conform to the project office and equipment layout and to complete the installation as a satisfactorily functioning system. In addition, maximum effort shall be made to terminate the various cables in wall-mounted outlets with appropriate connectors to reduce cable clutter and achieve an orderly appearance for the installation. The wall outlets are not listed below.

1.05 TELEPHONE SERVICES

A. General

1. Make all necessary arrangements for outside telephone service to Contractor's office, Engineer's Project Office(s), and the First Aid Station. Telephone communications shall also be provided between the Engineer's Project Office and Site Office of the same location. The connection to Engineer's Facilities shall be consistent with the specified hardware requirements for such facilities. Schematic drawings, showing the complete telephone system to be installed, shall be provided for review by the Engineer before installation of the service. All portions of the communication system shall be maintained in good working condition.
2. All expenditures for installation costs of hardware, lines, line extensions, service changes, and recurring service charges for telephone service shall be paid by the

Contractor. The Engineer will reimburse the Contractor for long distance charges made by the Engineer.

3. The telephone system to be installed and maintained for the Engineer's Facilities . The Contractor shall provide the Engineer's Project Office with 2 separate, auto roll over numbers, with intercom, paging, voicemail, conference calling, speaker phone, redial and speed dialing, call and message waiting signals, volume control, outgoing call restriction, night service, and flexible function keys. Furnish two additional dedicated telephone lines to the Engineer's Project Office. One will be used for a dedicated facsimile machine. The second line will be used for dedicated computer communications.

1.06 PARKING FACILITIES

A. General

1. Provide ample parking either graveled or paved, adjacent to Engineer's Project Office(s), without necessitating jockeying of cars, for a minimum of 12 cars at Engineer's Project Office. The parking surfaces shall be promptly and adequately maintained by the Contractor for the duration of the Contract.
2. Additional parking facilities required by the Contractor shall be the Contractor's responsibility.

1.07 SECURITY AND MAINTENANCE

A. General

1. Provide periodic indoor and outdoor maintenance and cleaning for temporary structures, furnishings, equipment and services as specified herein above.
2. During other than normal daytime office working hours provide a totally separate electronic security system monitored by a security agency for the Engineer's facilities. All offices shall be equipped with exterior security flood lights automatically activated by darkness and in sufficient number and placement to provide adequate lighting of the office and the parking areas.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION

3.01 PREPARATION

- A. Fill and grade sites for temporary structures to provide surface drainage.

3.02 INSTALLATION

- A. Construct temporary field offices, first aid stations, and storage facilities on proper foundations and provide connections for utility all services.
- B. Locate construction office facilities at locations within the Project approved by the Engineer.
- C. Determine the need for temporary utility services, including utility services for Engineer's facilities and first aid stations, and make all arrangements with utility companies and governmental agencies to secure such services. Such services shall be provided at no

additional cost to the County. Temporary utility services shall be furnished, installed, connected, and maintained by Contractor in a workmanlike manner, satisfactory to the Engineer, and shall be removed in like manner prior to final acceptance.

- D. Provide an outside standpipe equipped with a non-freeze hose bib at Engineer's Project Office. The hose bib is to be sized for a standard ½" garden hose connection.

3.03 MAINTENANCE AND CLEANING

- A. Repair and clean the offices, parking areas and access routes and provide complete professional janitorial services, including toilet paper and paper towels, in the Engineer's facilities for the duration of the project. Cleaning shall be done on a daily basis, to the satisfaction of the Engineer, during other than normal daytime office working hours. These services shall include sweeping, vacuuming, dusting, emptying of trash, cleaning of washbasins, bathroom and shower facilities, daily mopping and monthly waxing of all vinyl floors. Contractor shall also provide for monthly exterminating services of the offices.

3.04 REMOVAL

- A. Remove two temporary field offices trailers, contents and services at a time when no longer needed. The trailers shall be moved by the Contractor to a location for contractors use or disposal..
- B. Remove foundations and debris; grade site to required elevations; clean and restore areas to Engineer's satisfaction.

+ + + END OF SECTION 01500 + + +

**SECTION 01600
GENERAL MATERIAL AND EQUIPMENT REQUIREMENTS****PART 1 - GENERAL****1.01 DESCRIPTION**

- A. All installed materials and equipment are to be the latest version of the manufacturers product line and not be outdated by newer versions at the time of purchasing. Materials and equipment, which show any signs of extended storage such as corrosion, scratches and dents will not be accepted for installation in this project.
- B. All equipment used for performing the Work shall conform to the latest version of all applicable safety standards including but not limited to OSHA requirements. Contractor shall not exceed or ignore any requirements or recommendations of the equipment manufacturer. Equipment not meeting requirements of this Section will be barred from use on the project.
- C. All installed material and equipment shall meet or exceed the latest applicable code requirements including but not limited to, Underwriters Laboratory, Standard Building Code and OSHA, as well as requirements of these Specifications. Where there is conflict with requirements of the Contract Documents and code requirements, comply with the more stringent requirements with no additional compensation to the Contractor.

PART 2 - MATERIALS AND EQUIPMENT**2.01 ANCHOR BOLTS**

- a. All anchor bolts to be ANSI type 316 stainless steel unless otherwise specified or indicated, and must conform to requirements of this Section and the material articles in the appropriate Sections they are used.
- b. All anchor bolts are to be supplied by the manufacturer or fabricator of the specific material or equipment to be installed.
- c. DESIGN CRITERIA FOR ANCHOR BOLTS
 1. When the size, length or load carrying capacity of an anchor bolt, expansion anchor, or concrete insert is not shown on the Drawings, provide the size, length and capacity required to carry the design load times a minimum safety factor of four.
 2. Determine design loads as follows:
 - a. For equipment anchors, use the design load recommended by the manufacturer and approved by the Engineer.
 - b. For pipe hangers and supports, use one half the total weight of pipe, fittings, valves, accessories and water contained in pipe, between the hanger or support in question and adjacent hangers and supports on both sides.
 - c. Allowances for vibration are included in the safety factor specified above.
 - d. Anchors shall develop ultimate shear and pull-out loads of not less than the following values in concrete:

General Material And Equipment Requirements

Bolt Diameter (Inches)	Min. Shear (Pounds)	Min. Pull-Out Load (Pounds)
1/2	4,500	6,300
3/4	6,900	7,700
1	10,500	9,900

3. Embedment depth to be 6 inches for epoxy anchors and 4 inches for steel expansion anchors, unless noted otherwise on the drawings.

D. Anchor Type and Manufacturer

1. Where epoxy anchors are noted on the drawings, provide ANSI type 316 stainless steel threaded rod with Speed Bond #1 epoxy injection as manufactured by Prime Resins, Inc. or equal.
2. For all other applications, provide ANSI type 316 steel expansion anchors from one of the following manufacturers.
3. Hilti, Incorporated.
4. Ramset, Incorporated.
5. or equal.
6. Install anchors per manufacturer's recommendations and this Section.
 - a. Drilled anchorage holes are to be blown out with compressed air before installing anchor.

2.02 CONNECTION BOLTS

- A. Materials shall be as specified in other Sections of the Specifications, or as shown on the Drawings. Where materials are not specified or shown on the Drawings, they shall be of ANSI Type 316 stainless steel, with ANSI Type 316 stainless steel nuts and washers.
- B. Unless otherwise specified, stud, tap and machine bolts and nuts shall be ANSI Type 316 stainless steel and shall conform to the requirements of ASTM Standard Specification for Carbon Steel Externally and Internally Threaded Standard Fasteners, Designation A307-80. Hexagonal nuts of the same quality of metal as the bolts shall be used. All threads shall be clean cut and shall conform to AN Standard B1.1-1974 for Unified Inch Screw Threads (UN and UNR Thread Form).

2.03 CONCRETE INSERTS

- A. Concrete inserts for hangers shall be designed to support safely, in the concrete that is used, the maximum load that can be imposed by the hangers used in the inserts. Inserts for hangers shall be of a type, which will permit adjustment of the hangers both horizontally (in one plane) and vertically and locking of the hanger head or nut. All inserts shall be galvanized, then epoxy phenolic primed and top coated with PVC, using thermal bond process.

2.04 SLEEVES

- A. Unless otherwise indicated on the Drawings or specified, openings for the passage of pipes through floors and walls shall be formed of sleeves of standard-weight, stainless-steel pipe. The sleeves shall be of ample diameter to pass the pipe and its insulation, if any, and to permit such expansion as may occur. Sleeves shall be of sufficient length to be flush at the walls and the bottom of slabs and to project 4-in. above the finished floor surface. Threaded nipples shall not be used as sleeves.
- B. Sleeves in exterior walls below grade or in walls to have liquids on one or both sides shall be as detailed on the Drawings and specified in other sections.
- C. All sleeves shall be set accurately before the concrete is placed or shall be built in accurately as the masonry is being built.

2.05 ELECTRICAL EQUIPMENT ENCLOSURES

- A. All items of electrical equipment that are furnished with process equipment shall conform to the requirements specified under the appropriate electrical sections of the specifications. Enclosures for electrical equipment such as switches, starters, etc., shall conform to the requirements specified under the appropriate electrical sections of the specifications.

2.06 EQUIPMENT DRIVE GUARDS

- A. All equipment driven by open shafts, belts, chains, or gears shall be provided with acceptable all-metal guards enclosing the drive mechanism. Guards shall be constructed of epoxy paint coated, galvanized sheet steel or galvanized woven wire or expanded metal set in a frame of galvanized steel members. Guards shall be secured in position by steel braces or straps, which will permit easy removal for servicing the equipment. The guards shall conform in all respects to all applicable safety codes and regulations.

2.07 NAMEPLATES

- A. With the exception of the items mentioned below, each piece of equipment shall be provided with a substantial nameplate of non-corrodible metal, securely fastened in place and clearly and permanently inscribed with the manufacturer's name, model or type designation, serial number, principal rated capacities, electrical or other power characteristics, and similar information as appropriate.
- B. This requirement shall not apply to standard, manually operated gate, lobe, check and plug valves.
- C. Each process valve shall be provided with a substantial tag of noncorrodible metal securely fastened in place and inscribed with an identification number in conformance with the tag numbers indicated on the Process and Instrumentation Drawings.

2.08 LUBRICANTS

- A. During testing and prior to acceptance, the Contractor shall furnish all lubricants necessary for the proper lubrication of all equipment furnished under this contract.

2.09 PROTECTION AGAINST ELECTROLYSIS

- A. Where dissimilar metals are used in conjunction with each other, suitable insulation shall be provided between adjoining surfaces so as to eliminate direct contact and any

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resultant electrolysis. The insulation shall be bituminous impregnated felt, heavy bituminous coatings, nonmetallic separators or washers, or other acceptable materials.

2.10 TRANSPORTATION, HANDLING, STORAGE AND PROTECTION**A. Packing and Shipping:**

1. Product and materials shall be shipped and handled in ways which will prevent damage.
2. Equipment shall be protected against damage from moisture, dust, handling, or other cause during transport from manufacturer's premises to the project site. Bearing housing, vents and other types of openings shall be wrapped or otherwise sealed to prevent contamination by grit and dirt.
3. Ship equipment, material, and spare parts in assembled units except where partial disassembly is required by transportation regulations or for protection of components.
4. Pipe and appurtenances shall be handled, stored, and installed as recommended by the manufacturer. Pipes shipped with interior bracing shall have the bracing removed only when recommended by the pipe manufacturer.
5. Stiffeners shall be used where necessary to maintain shapes and to give rigidity.
6. Each item or package shall be marked with the number unique to the specification reference covering the item. Spare parts shall be packed in containers bearing labels clearly designating contents and pieces of equipment for which intended.

B. Acceptance at Site:

- C. Damaged items will not be permitted as part of the work except in cases of minor damage that have been satisfactorily repaired and are acceptable to the Engineer.

- D. Damage shall be corrected to conform to the requirements of the Contract before the assembly is incorporated into the Work.

- E. The Contractor shall bear the costs arising out of dismantling, inspection, repair, and reassembly.

F. Storage and Protection:

1. During the interval between the delivery to the site and installation, equipment and materials shall be stored in an enclosed space affording protection from weather, dust, and mechanical damage and providing favorable temperature, humidity, and ventilation conditions to ensure against equipment deterioration. Manufacturer's recommendations shall be adhered to in addition to these requirements.
2. Equipment and materials to be located outdoors may be stored outdoors if protected against moisture condensation. Equipment shall be stored at least 6 inches above ground. Temporary power shall be provided to energize space heaters or other heat sources for control of moisture condensation. Space heaters or other heat sources shall be energized without disturbing the sealed enclosure.

2.11 UNIT RESPONSIBILITY

General Material And Equipment Requirements

- A. Equipment systems made up of two or more components shall be provided as a unit by the responsible manufacturer. Unless otherwise specified, the Contractor shall obtain each system from the supplier of the driven equipment, which supplier shall provide all components of the system to enhance compatibility, ease of construction, and efficient maintenance. The Contractor shall be responsible to the County for performance of all system in accordance with the provisions of the General Conditions of the Contract Documents.
- B. Where the detailed specifications require the Contractor to furnish a certificate of unit responsibility, such certificate executed by the manufacturer. No other submittal material shall be processed until the Certificate of Unit Responsibility has been received and has been found to be satisfactory. A typical Manufacturer's Certificate of Unit Responsibility form is included in this specification.

2.12 SERVICES OF MANUFACTURER'S REPRESENTATIVE

- A. Where manufacturers' services are specified, Contractor shall furnish a qualified representative of the manufacturer to provide these services. Where time is necessary in excess of that stated in the Specifications for the manufacturers' service representative to complete the specified services, the additional time required to perform the services shall be considered incidental work for which the Contractor will receive no additional compensation.
- B. After installation of the listed equipment has been completed and the equipment is presumably ready for operation, but before it is operated by others, the representative shall inspect, operate, test and adjust the equipment. The inspection shall include, but shall not be limited to, the following points as applicable:
 - 1. Soundness (without cracked or otherwise damaged parts).
 - 2. Completeness in all details, as specified.
 - 3. Correctness of setting, alignment, and relative arrangement of various parts.
 - 4. Adequacy and correctness of packing, sealing and lubricants.
- C. The operation, testing and adjustment shall be as required to prove that the equipment is left in proper condition for satisfactory operation under the conditions specified.
- D. On completion of its work, the manufacturer's or supplier's representative shall submit in triplicate to the Engineer Certificate Submittals in accordance with sub-paragraph N of this paragraph and a complete signed report of the result of his inspection, operation, adjustments, and tests. The report shall include detailed descriptions of the points inspected, tests and adjustments made, quantitative results obtained if such are specified, and suggestions for precautions to be taken to ensure proper maintenance. The report also shall include a certificate that the equipment conforms to the requirements of the Contract and is ready for permanent operation and that nothing in the installation will render the manufacturer's warranty null and void.
- E. After the Engineer has reviewed the reports from the manufacturers' representative, the Contractor shall make arrangements to have the manufacturers' representatives present when the field acceptance tests are made.
- F. Requirements of this paragraph will be in addition to those of appropriate equipment and material Sections.
- G. Definitions
 - 1. For purposes of furnishing manufacturers' services, the following definitions shall

General Material And Equipment Requirements

apply:

- a. **Manufacturer's Representative:** Employee of manufacturer who is factory trained and knowledgeable in technical aspects of their products and systems.
- b. **Construction Period:** The time period from the Contractor's purchase order date to the date of certification by the manufacturer that the material or equipment is properly installed and that functional and performance tests, as applicable to the equipment specified, have been successfully demonstrated.
- c. **Man-Day:** One man for 8 hours straight time, exclusive of Saturdays, Sundays, or holidays.

H. Fulfillment of Specified Minimum Services

1. Only those manufacturers' services, including trips to the jobsite or training classroom, receiving prior written acceptance or authorization by the Engineer shall act to fulfill the specified services.
2. If manufacturer's representative is found deficient in training or experience by the Engineer, furnish other acceptable representatives after acceptance of resumes and other documentation of proposed representatives.

I. Proper Installation of Products and Systems

1. Furnish manufacturers' representatives of products and systems. Representatives shall resolve assembly or installation problems attributable to, or associated with, their products and systems, whether or not specifically required in the Specifications.

J. Functional Testing

1. Where functional (or run) testing is required in the Specifications, furnish manufacturer's representative to assist with the test. This shall include checking for proper rotation, alignment, speed, excessive vibration, and quiet operation. Perform initial equipment and system adjustment and calibrations in the presence and with the assistance of the manufacturer's representative.
2. Obtain manufacturer's review and acceptance of Contractor's certification of functional testing, where such certification is specified.

K. Performance Testing

1. Where performance testing is specified, furnish manufacturer's representative to assist the test as specified for the particular equipment, and to correct malfunction of equipment. Follow specified test procedures.
2. These services shall continue until:
 - a. Equipment or systems have been successfully tested for performance.
 - b. Performance test report has been reviewed and accepted.
 - c. Equipment or systems have been accepted by Engineer for startup.
4. Unless otherwise specified, performance testing shall use plant fluid or material that the equipment or system is designed to handle during normal service conditions.

L. Startup

1. Contractor shall conduct, with assistance of manufacturer's representative, startup

General Material And Equipment Requirements

and field tests on equipment, systems, and subsystems, as specified in other sections.

- c. Contractor shall designate and provide personnel to be responsible for coordinating and expediting the startup of equipment and systems. The person(s) shall be present during prestartup meetings and shall be available to Owner's personnel and Engineer during the startup period.
 - d. Where startup services are required in the Specifications, furnish and coordinate the specified manufacturer's service for the startup period. When startup has commenced, schedule remaining work to not interfere with or delay completion of the project.
 - e. Startup staff shall include, but not be limited to, major equipment and system manufacturers' representatives, subcontractors, electricians, instrumentation personnel, millwrights, pipefitters, and plumbers in addition to Contractor's startup coordinator(s).
2. Startup of any portion of the entire facility is considered complete when, in the opinion of the Engineer, the facility or designated portion has properly operated for 7 continuous days without significant interruption. The startup period is in addition to specified functional and performance testing and training.
 3. Successful startup of a defined portion of the facility shall be accomplished prior to determination of substantial completion as defined in the General Conditions of the Contract Documents.
 4. Significant interruption during startup shall include any of the following events:
 - a. Failure of a system (process, control, building service, etc.) that is not permanently corrected within 4 hours after such failure occurs.
 - b. Failure of a process equipment unit (mechanical, electrical, instrumentation, etc.) that is not permanently corrected within 6 hours after such failure occurs.
 - c. Failure of an analytical, HVAC or building service, equipment unit that is not permanently corrected within 8 hours after such failure occurs.
 5. "Permanently corrected" shall consist of all of the following:
 - a. Work repaired and replaced to conform with specified requirements.
 - b. Parts and components replaced as recommended by original manufacturer and conforming with reviewed submittals.
 - c. Piping and valves properly installed and connected.
 - d. Wiring properly terminated and enclosed in raceways.
 - e. Accessories, including spare parts and lubricants, furnished as specified.
 6. Occurrence of significant interruption shall require startup then in progress to be stopped and then restarted after permanent corrections are made.

M. Training

1. Contractor's Personnel: Designate and provide Contractor's personnel to be responsible for coordinating and expediting training duties. The person(s) shall be present during training coordination meetings with the Engineer and shall be familiar with the Operation and Maintenance (O & M) Manual information specified in the General Conditions of the Contract Documents.
2. Manufacturer's Representative: Where training of County's personnel is required in the Specifications, furnish manufacturer's representative to provide detailed

General Material And Equipment Requirements

instructions to County's personnel for operation and maintenance of the specified equipment.

- a. Training services include pre-startup classroom instruction, post-startup classroom instruction, and onsite equipment instruction, as stated in the Specifications.
- b. Manufacturer's representative shall be familiar with plant O & M requirements as well as with the specified equipment.

N. Certificate Submittals

1. The forms included with this Section are to be used by the Contractor and by manufacturers of systems and products to certify proper installation, completion of functional testing, and performance testing results.

**MANUFACTURER'S CERTIFICATE
OF
PROPER INSTALLATION**

Contractor: _____

Equipment Name: _____

Equipment Tag Number(s): _____

Specification Section: _____

Manufacturer/Phone No.: _____

Service Rep./Phone No.: _____

Date: _____ Hours on Site: _____

Purpose: To verify installation recommendations and warranty is valid.

At a minimum, the following items (if applicable) must be checked:

	Yes	No	NA
Equipment serviced with proper lubricants.			
All safety equipment properly installed.			
Proper electrical connections.			
Proper mechanical connections.			
Equipment meets all warranty requirements.			

List additional items checked: (See Detailed Specification Section)

Comments: _____

(List and attach additional pages, if necessary.)
 Signatures (Do not initial.)

Contractor: _____

Date: _____

Manufacturer: _____

Date: _____

Engineer: _____

Date: _____

MANUFACTURER'S CERTIFICATE OF FUNCTIONAL TEST ACCEPTANCE

Contractor: _____

Equipment Name: _____

Equipment Tag Number(s): _____

Specification Section: _____

Manufacturer/Phone No.: _____

Service Rep./Phone No.: _____

Date: _____ Hours on Site: _____

Purpose: To verify installation, that proper adjustments have been made, that the equipment or system is ready for plant startup and operation and warranty is valid.

At a minimum, the following items (if applicable) must be checked:

	Yes	No	NA
Rotation			
Alignment			
Speed			
Noise level			
Initial adjustments			
Initial calibration			

List additional items checked: (See Detailed Specification Section)

Comments: _____

(List and attach additional pages, if necessary.)
 Signatures (Do not initial.)

Contractor: _____

Date: _____

Manufacturer: _____

Date: _____

Engineer: _____

Date: _____

**MANUFACTURER'S CERTIFICATE
OF
PERFORMANCE TEST ACCEPTANCE**

Contractor: _____

Equipment Name: _____

Equipment Tag Number(s): _____

Specification Section: _____

Manufacturer/Phone No.: _____

Service Rep./Phone No.: _____

Date: _____ Hours on Site: _____

Purpose: To certify that the equipment or system identified above has been successfully tested for performance and is ready to be accepted by the County for full-time operation.

This certifies that the above equipment or system operated under actual performance conditions, and that the equipment or system meets the specified performance criteria.

Comments: _____

(List and attach additional pages, if necessary.)
Signatures (Do not initial.)

Contractor: _____

Manufacturer: _____

Engineer: _____

Date: _____

Date: _____

Date: _____

**CONTRACTOR'S CERTIFICATE
OF
EQUIPMENT START-UP READINESS**

Contractor: _____

Equipment Name(s): _____

Equipment Tag Number(s): _____

Specification Section: _____

"I, the undersigned, do hereby certify that all of the necessary hydraulic structures, piping systems, and valves have been successfully tested; that all necessary equipment systems and subsystems have been checked for proper installation, started, and successfully tested to indicate that they are all operational; that the systems and subsystems are capable of performing their intended functions; and that the facilities noted above are ready for startup and intended operation."

Signature Title

Date

**MANUFACTURER'S CERTIFICATE
OF
UNIT RESPONSIBILITY**

Manufacturer: _____

Equipment Name: _____

Specification Section(s): _____

Manufacturer/Phone No.: _____

Service Rep./Phone No.: _____

Purpose: To certify that the equipment or system manufacturer identified above accepts unit responsibility for equipment or systems furnished.

This certifies that the above equipment or system manufacturer accepts unit responsibility for equipment or systems furnished under the indicated specification section(s) and that the components furnished are compatible and comprise a functional unit suitable for the specified performance and design requirements.

Signatures (Do not initial.)

Contractor: _____

Date: _____

Manufacturer: _____

Date: _____

+++ END OF SECTION 01600 +++

**SECTION 01645
MANUFACTURER SERVICES****PART 1 GENERAL****1.01 SCOPE**

- A. The work under this Section defines the minimum scope of services to be provided by the Contractor using factory representatives of the manufacturers of the equipment to be installed during installation, start-up, and operator training.
- B. Equipment manufacturers assigned unit responsibility for systems comprised of several components shall provide the services of factory representatives from each component manufacturer to perform the duties required under these Specifications. The equipment manufacturer assigned unit responsibility shall be responsible for coordinating the activities of the system component manufacturers.

1.02 QUALIFICATION

- A. Qualification of the representatives for installation, start-up, and operator training purposes shall be appropriate for the equipment being installed and shall be subject to the approval of the Engineer. Where equipment has significant process complexity, furnish the services of engineering personnel knowledgeable in the process involved and the function of the equipment.
- B. References in various equipment sections of the terms "factory representative" or "field representative" shall mean an employee of the equipment manufacturer who is completely knowledgeable of the construction, installation, operation and maintenance of the equipment. A sales representative does not qualify. Any field or factory representative not an active employee of the manufacturer must provide documentation from the manufacturer stating that the individual, by name, has been formally trained in the installation, operation and maintenance of the equipment and is authorized to make the required certification to perform the required services.

1.03 COORDINATION

- A. The Contractor shall coordinate the visits of factory representatives during installation, start-up and operator training in accordance with the requirements of Section 01655 of these Specifications.
- B. The Contractor shall notify the Engineer 72 hours prior to any impending visit by factory representatives so that the Engineer can be present.
- C. The Contractor shall coordinate the visits of all factory representatives for operator training with the County. The Contractor shall provide the Engineer and county with a training schedule a minimum of 30 days prior to the start of the training period.
- D. When approved by the Engineer, the period of service on more than one item furnished by the same manufacturer may run concurrently.

1.04 INSTALLATION INSPECTION SERVICES

- A. The Contractor shall furnish the services of a competent factory representative to

inspect the installation of each piece of equipment prior to start-up and functional testing in accordance with the requirements of these Specifications. The time required shall be shown in the equipment sections of these Specifications, but shall be no less than one, eight hour day.

- B. The factory representative shall certify that the equipment has been installed in accordance with the manufacturers' recommendations and is ready for start-up.

1.05 START-UP SERVICES

The Contractor shall furnish the services of a competent factory representative to supervise the start-up, functional testing, and field performance testing for each item or system installed in accordance with Section 01655 and the equipment sections shown in Divisions 2 through 17 of these Specifications. The time required shall be shown in the equipment sections, but shall be no less than one, eight hour day.

1.06 OPERATOR TRAINING SERVICES

The Contractor shall furnish the services of a factory representative to train the Cy's personnel in the operation and maintenance of each item installed under these Specifications. The time required shall be shown in the equipment sections, but shall be no less than one, eight hour day.

++ END OF SECTION 01645++

**SECTION 01650
FACILITY STARTUP****PART 1 - GENERAL****1.1 DEFINITIONS**

- A. Reference Section 01645, MANUFACTURERS' SERVICES.
- B. Functional Test: A test or tests in the presence of the Engineer and Owner to demonstrate that the installed equipment or system meets manufacturer's installation and adjustment requirements and other requirements specified including, but not limited to, noise, vibration, alignment, speed, proper electrical and mechanical connections, thrust restraint, proper rotation, and initial servicing.
- C. Performance Test: A test performed in the presence of the Engineer and Owner and after any required functional test specified, to demonstrate and confirm that the equipment and/or system meets the specified performance requirements.
- D. System: The overall process, or a portion thereof, that performs a specific function. A system may consist of two or more subsystems as well as two or more types of equipment. Examples of systems on this Project are as follows:
 - 1. Pumps, motors, and controls.
 - 2. Instrumentation and control system(s).

1.2 SUBMITTALS

- A. Administrative Submittals:
 - 1. Functional and performance test schedules and plan for equipment, units, and systems at least 14 days prior to start of related testing. Include test plan, procedures, and log format.
 - 2. Schedule and plan of facility startup activities at least 21 days prior to commencement.
- B. Quality Control Submittals:
 - 1. Manufacturer's Certificate of Proper Installation as required.
 - 2. Test Reports: Functional and performance testing, in format acceptable to Engineer and certification of functional and performance test for each piece of equipment or system specified.
 - 3. Certifications of Calibration: Testing equipment.

1.3 CONTRACTOR FACILITY STARTUP RESPONSIBILITIES

- A. General: Demonstrate proper installation, adjustment, function, performance, and operation of equipment, systems, control devices, and required interfaces individually and in conjunction with process instrumentation and control system.

1.4 OWNER/ENGINEER FACILITY STARTUP RESPONSIBILITIES

- A. General:
 - 1. Review Contractor's test plan and schedule.

2. Witness each functional or performance test.
 3. Coordinate other plant operations, if necessary, to facilitate Contractor's tests.
 4. Provide diesel fuel and chemicals as required for testing.
- B. Startup Test Period:
1. Operate process units and devices, with support of Contractor.
 2. Provide sampling, labor, and materials as required and provide laboratory analyses.
 3. Make available spare parts and special tools and operation and maintenance information for Owner-furnished equipment.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION

3.1 TESTING PREPARATION

- A. General:
1. Complete Work associated with the unit and related processes before testing, including related manufacturer's representative services.
 2. Furnish qualified manufacturer's representatives when required to assist in testing.
 3. Utilize the Manufacturer's Certificate of Proper Installation Form from Section 01645, MANUFACTURERS' SERVICES, supplemented as necessary, to document functional and performance procedures, results, problems, and conclusions.
 4. Schedule and attend pretest (functional and performance) meetings related to test schedule, plan of test, materials, chemicals, and liquids required, facilities' operations interface, Engineer and Owner involvement.
 5. Designate and furnish one or more persons to be responsible for coordinating and expediting Contractor's facility startup duties. The person or persons shall be present during facility startup meetings and shall be available at all times during the facility startup period.
 6. Provide temporary valves, gauges, piping, test equipment and other materials and equipment required to conduct testing.
- B. Cleaning and Checking: Prior to starting functional testing:
1. Calibrate testing equipment for accurate results.
 2. Inspect and clean equipment, devices, connected piping, and structures so they are free of foreign material.
 3. Lubricate equipment in accordance with manufacturer's instructions.
 4. Turn rotating equipment by hand and check motor-driven equipment for correct rotation.
 5. Open and close valves by hand and operate other devices to check for binding, interference, or improper functioning.
 6. Check power supply to electric-powered equipment for correct voltage.

7. Adjust clearances and torques.
 8. Test piping for leaks.
 9. Balance HVAC systems, measuring airflow (cfm) static pressure, and component pressure losses. Furnish typed report documenting results of balancing.
 10. Obtain completion of applicable portions of Manufacturer's Certificate of Proper Installation in accordance with Section 01645, MANUFACTURERS' SERVICES.
- C. Ready-to-test determination will be by Engineer based at least on the following:
1. Notification by Contractor of equipment and system readiness for testing.
 2. Acceptable testing plan.
 3. Acceptable Operation and Maintenance Manuals.
 4. Receipt of Manufacturer's Certificate of Proper Installation, if specified.
 5. Adequate completion of Work adjacent to, or interfacing with, equipment to be tested.
 6. Availability and acceptability of manufacturer's representative, when specified, to assist in testing of respective equipment.
 7. Equipment and electrical tagging complete.
 8. All spare parts and special tools delivered to Owner.

3.2 FUNCTIONAL TESTING—GENERAL

- A. Begin testing at a time mutually agreed upon by the Owner, Engineer, and Contractor.
- B. Engineer will be present during test. Notify in writing Owner, Engineer, and manufacturer's representative(s) at least 10 days prior to scheduled date of functional tests.
- C. Separate items of equipment demonstrated to function properly during subsystem testing may require no further functional test if documentation of subsystem testing is acceptable to Engineer.
- D. Conduct functional tests as specified for each equipment item or system.
- E. Demonstrate all operational features and instrumentation and control functions while in automatic mode.
- F. If, in Engineer's opinion, functional test results do not meet requirements specified, the systems will be considered as nonconforming.
- G. Performance testing shall not commence until the equipment or system meets the specified functional tests.

3.3 PERFORMANCE TEST—GENERAL

- A. Begin testing at a time mutually agreed upon by the Owner, Engineer, and Contractor.
- B. Test Duration: 7 days minimum, including one 24-hour period of trouble-free operation.
- C. Test and calibrate all equipment, controls, and instrumentation during test period.

- D. Engineer will be present during test. Notify in writing Owner, Engineer, and manufacturer's representative(s) at least 14 days prior to scheduled date of functional tests.
- E. Conduct performance tests as specified for each equipment item or system.
- F. Unless otherwise indicated, furnish all labor, materials, and supplies for conducting the test and taking all samples and performance measurements.
- G. Prepare performance test report summarizing test method. Include test logs, pertinent calculations, and Contractor's written certification that the equipment or system performs as specified.

3.4 STARTUP TEST PERIOD

C. General:

- 1. Attend planning meetings and arrange for attendance by key major equipment manufacturer representatives as required by the Contract Documents.
- 2. Designate one or more persons on the Contractor's staff, other than the field superintendent, to be responsible for coordinating and expediting Contractor's facility startup duties.
- 3. When facility startup has commenced, schedule remaining Work so as not to interfere with or delay the completion of facility startup.
- 4. Support facility startup activities with adequate staff to prevent delays. Such staff shall include, but not be limited to, major equipment and system manufacturer's representatives, electricians, instrumentation and control personnel, millwrights, pipefitters, and plumbers.
- 5. Furnish and coordinate specified manufacturer's facility startup services.
- 6. After the facility is operating, complete the testing of those items of equipment, systems, and subsystems which could not or were not successfully tested prior to the startup test period.

D. Startup Testing:

- 1. Startup of the entire facility or any portion thereof requires the coordinated operation of the facilities by the Contractor, subcontractors, Owner's operating personnel, and manufacturer's representatives.
- 2. Startup test period shall occur after all required functional tests have been completed and those performance tests deemed necessary for the safe operation of the entire facility have been completed.
- 3. Startup of the entire facility or any portion thereof shall be considered complete when, in the opinion of the Engineer, the facility or designated portion has operated in the manner intended for 7 continuous days without significant interruption. This period is in addition to any training, functional, or performance test periods specified elsewhere.
- 4. Signification interruption may include any of the following events:
 - a. Failure of Contractor to maintain qualified onsite startup personnel as schedule.
 - b. Failure to meet specified performance for more than 2 consecutive hours.
 - c. Failure of any critical equipment unit, system, or subsystem that is not satisfactorily corrected within 5 hours after failure.
 - d. Failure of any non critical unit, system, or subsystem that is not satisfactorily corrected within 8 hours after failure.

-
- e. As may be determined by Engineer.
- 5. A significant interruption will require the startup then in progress to be stopped and restarted after corrections are made.
 - 6. A signal generator is allowable for functional and performance testing of instrumentation and controls. However, during startup, all instrumentation and controls shall be retested using the actual signals from the installed instruments.
- C. Startup Test Reports: As applicable to the equipment furnished, certify in writing that:
- 1. Hydraulic structures, piping systems, and valves have been successfully tested.
 - 2. Equipment systems and subsystems have been checked for proper installation, started, and successfully tested to indicate that they are operational.
 - 3. Systems and subsystems are capable of performing their intended functions, including fully-automatic.
 - 4. Facilities are ready for intended operation.

+++ END OF SECTION 01650 +++

**SECTION 01664
TRAINING****PART 1 – GENERAL****1.01 DESCRIPTION**

- A. This section contains requirements for training the County's personnel, by persons retained by the CONTRACTOR specifically for the purpose, in the proper operation and maintenance of the equipment and systems installed under this Contract.

1.02 QUALITY ASSURANCE

- A. Where required by the detailed specifications, the CONTRACTOR shall provide on-the-job training of the County's personnel. The training sessions shall be conducted by qualified, experienced, factory-trained representatives of the various equipment manufacturers. Training shall include instruction in both operation and maintenance of the subject equipment.

1.03 SUBMITTALS

- A. The following information shall be submitted to the Engineer
1. Lesson plans for each training session to be conducted by the manufacturer's representatives. In addition, training manuals, handouts, visual aids, and other reference materials shall be included.
 2. Subject of each training session, identity and qualifications of individuals to be conducting the training, and tentative date and time of each training session.

PART 2 - PRODUCTS**2.01 GENERAL**

- A. Where specified, the CONTRACTOR shall conduct training sessions for the County's personnel to instruct the staff on the proper operation, care, and maintenance of the equipment and systems installed under this contract. Training shall take place at the site of the work after the equipment has been installed and tested and under the conditions specified in the following paragraphs. Approved operation and maintenance manuals shall be available at least 30 days prior to the date scheduled for the individual training session.

2.02 LOCATION

- A. Training sessions shall take place at the site of the work.

2.03 LESSON PLANS

- A. Formal written lesson plans shall be prepared for each training session. Lesson plans shall contain an outline of the material to be presented along with a description of visual aids to be utilized during the session. Each plan shall contain a time allocation for each subject.
- B. One complete set of originals of the lesson plans, training manuals, handouts, visual aids, and reference material shall be the property of the County and shall be suitably bound for proper organization and easy reproduction. The CONTRACTOR shall furnish

ten copies of necessary training manuals, handouts, visual aids and reference materials at least 1 week prior to each training session.

2.04 FORMAT AND CONTENT

- A. Each training session shall be comprised of time spent both in the classroom and at the specific location of the subject equipment or system. As a minimum, training session shall cover the following subjects for each item of equipment or system:
 1. Familiarization:
 - a. Review catalog, parts lists, drawings, etc., which have been previously provided for the plant files and operation and maintenance manuals.
 - b. Check out the installation of the specific equipment items.
 - c. Demonstrate the installed unit and indicate how all parts of the specifications are met.
 - d. Answer questions.
 2. Safety:
 - a. Using material previously provided and installed equipment, review safety references.
 - b. Discuss proper precautions around equipment.
 3. Operation:
 - a. Using material previously provided and installed equipment, review reference literature.
 - b. Explain all modes of operation (including emergency).
 - c. Check out County's personnel on proper use of the equipment.
 4. Preventive Maintenance:
 - a. Using material previously provided and installed equipment, review preventive maintenance (PM) lists including:
 1. Reference material.
 2. Daily, weekly, monthly, quarterly, semi-annual, and annual jobs.
 - b. Show how to perform PM jobs.
 - c. Show County's personnel what to look for as indicators of equipment problems.
 5. Corrective Maintenance:
 - a. List possible problems.
 - b. Discuss repairs; point out special problems.
 - c. Open up installed equipment and demonstrate procedures, where practical.

6. Parts:
 - a. Show how to use previously provided parts list and order parts.
 - b. Check over spare parts on hand. Make recommendations regarding additional parts that should be available.
7. Local Representatives:
 - a. Where to Order Parts: Name, address, and telephone.
 - b. Service Problems:
 1. Who to call.
 2. How to get emergency help.
8. Operation and Maintenance Manuals:
 - a. Review any other material submitted.
 - b. Update material, as required.

PART 3 – EXECUTION

3.01 GENERAL

- A. Training shall be conducted in conjunction with the operational testing and commissioning periods. Classes shall be scheduled such that classroom sessions are interspersed with field instruction in logical sequence. The CONTRACTOR shall arrange to have the training conducted on consecutive days, with no more than 6 hours of classes scheduled for any one day. Concurrent classes shall not be allowed.
- B. Acceptable operation and maintenance manuals for the specific equipment shall be provided to the County prior to the start of any training.
 - a. Startup and shutdown procedures.
 - b. Normal and major repair procedures.
 - c. Equipment inspection and troubleshooting procedures including the use of applicable test instruments and the "pass" and "no pass" test instrument readings.
 - d. Routine and long-term calibration procedures.
 - e. Safety procedures.
 - f. Preventative maintenance such as routine lubrication; normal maintenance such as belt, seal, and bearing replacement; and up to major repairs such as replacement of major equipment part(s) with the use of special tools, hoists, etc.

+++ END OF SECTION 01664 +++

**SECTION 01800
MAINTENANCE****PART 1 - GENERAL****1.01 DESCRIPTION**

- A. Contractor will be required to maintain installed equipment and materials until Final Acceptance of the Work as defined by the General Conditions. Work included, but is not limited to:
 - 1. Perform all required maintenance.
 - 2. Repair and maintain protective coatings.
 - 3. Repair and replace scratched and damaged materials and equipment.
 - 4. Maintain and operate new equipment placed into service.
- B. Work per this Section starts on the date the equipment and materials are installed and continues until the Date of Final Acceptance.
- C. Contractor will monitor equipment operation and material functionality on a continual basis during the specified time period. Any malfunction of equipment or deterioration of materials will be followed by swift repair action to minimize the damage. Such repair may include repair and technical services by an independent contractor if the Engineer deems the Contractor's efforts are ineffective in correcting the problem.
- D. All costs for maintenance and repair of installed equipment and materials, including costs from an independent contractor, during the specified time period will be the sole responsibility of the Contractor.
- E. Maintenance and care of materials and equipment on the jobsite, but not yet installed, will fall under requirements of this Section in addition to requirements of specific material and equipment Sections of the Specifications.
- F. County's use of portions of the work shall not be considered as final acceptance of any portion of the work nor shall such use be considered as cause for extension of the Contract Completion Time.

+ + + END OF SECTION 01800 + + +