



# FULTON COUNTY

*Vision*

*People Families Neighborhoods*

*Mission*

*To serve, protect and govern in concert with local municipalities*

*Values*

*People Customer Services  
Ethics Resource Management  
Innovation Equal Opportunity*

**PURCHASING DEPARTMENT  
REQUEST FOR INVITATION TO BID NO. 07RFB57666-NLH**

## **2007 Standby Miscellaneous Pipe Lining and Pipe Bursting Contract**

**For**

**DEPARTMENT OF PUBLIC WORKS**

**BID DUE TIME AND DATE: 11:00 A.M. September 28, 2007**

**BID ISSUANCE DATE: August 27, 2007**

**PURCHASING CONTACT: Nancy Harrison at (404) 730-4201**

**E-MAIL: [Nancy.Harrison@fultoncountyga.gov](mailto:Nancy.Harrison@fultoncountyga.gov)**

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



## Table of Contents

<u>Section</u>	<u>Title</u>
<b>Division 0 – Bidding and Contract Requirements</b>	
<b>00020</b>	<b>Invitation to Bid</b>
	Description of Project
	Bid Documents
	Term of Contract
	No Contact Provision
	Bid Contact
	Basis of Award
	Pre-Bid Conference
<b>00100</b>	<b>Instructions to Bidders</b>
	Contract Documents
	Bid Preparation and Execution
	Addenda and Interpretations
	Site Examination
	Bidder's Modification and Withdrawal of Bids
	Bid and Contract Security
	Right to Reject Bids
	Applicable Laws
	Examination of Contract Documents
	Termination
	Indemnification and Hold Harmless Agreement
	Bid Opening
	Determination of Successful Bidder
	Wage Clause
	Notice of Award of Contract
	Execution of Contract Documents
	Joint Venture
	Contractors Compliance with Procurement
	Bid General Requirements
	Required Bid Submittal Checklist for ITB
<b>00300</b>	<b>Bid Form</b>
<b>00410</b>	<b>Bid Bond</b>
<b>00420</b>	<b>Purchasing Forms &amp; Instructions</b>
	Form A - Non-Collusion Affidavit of Prime Bidder/Offeror
	Form B - Certificate of Acceptance of Request for Bid Requirements
	Form C - Contractor's Georgia Utility License Certification
	Form D - Certification 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

<b>00430</b>	<b>Contract Compliance Requirements</b>
	Non-Discrimination in Contracting and Procurement Required Forms and EBO Plan Exhibit A – Promise of Non-Discrimination Exhibit B – Employment Report Exhibit C – Schedule of Intended Subcontractor Utilization Exhibit D – Letter of Intent to Perform As a Subcontractor or Provide Materials or Services Exhibit E – Declaration Regarding Subcontracting Practices Exhibit F – Joint Venture Disclosure Affidavit Exhibit G – Prime Contractor/Subcontractor Utilization Report
<b>00490</b>	<b>Insurance and Risk Management Provisions</b>
<b>00500</b>	<b>Contractual Agreement</b>
<b>00610</b>	<b>Performance Bond Requirements</b>
<b>00620</b>	<b>Payment Bond Requirements</b>
<b>00700</b>	<b>General Conditions</b>
<b>Division 1 – General Requirements</b>	
<b>01010</b>	<b>Summary of Work</b>
<b>01025</b>	<b>Measurement and Payment</b>
<b>01060</b>	<b>Regulatory Requirements</b>
<b>01091</b>	<b>Codes and Standards</b>
<b>01200</b>	<b>Project Meetings</b>
<b>01320</b>	<b>Construction Photographs</b>
<b>01340</b>	<b>Shop Drawings, Product Data and Samples</b>
<b>01410</b>	<b>Testing Laboratory Services</b>
<b>01540</b>	<b>Job Site Security</b>
<b>01562</b>	<b>Dust Control</b>
<b>01569</b>	<b>Safety in Wastewater Works</b>
<b>01630</b>	<b>Substitutions and Product Options</b>
<b>01710</b>	<b>Cleaning</b>
<b>01740</b>	<b>Warranties and Bonds</b>
<b>Division 2 – Sitework</b>	
<b>02110</b>	<b>Clearing and Grubbing</b>
<b>02125</b>	<b>Erosion and Sedimentation Control</b>
<b>02528</b>	<b>Pavement Patching</b>
<b>02575</b>	<b>Removing and Replacing Pavement</b>
<b>02720</b>	<b>Pipe Bursting</b>

<b>02731</b>	<b>Sewers Rehabilitation</b>
<b>02735</b>	<b>Sewer Service Connections</b>
<b>02933</b>	<b>Seeding</b>
<b>02934</b>	<b>Sodding</b>

**Exhibits**

**Fulton County Standard Details for Sewer Construction**

<b>109</b>	<b>Pavement Cut Repairs</b>
<b>115</b>	<b>Standard Sewer Manholes</b>
<b>131</b>	<b>Driveway Cut Repairs</b>
<b>134</b>	<b>Sidewalk, Curb and Gutter Repairs</b>
<b>404</b>	<b>Temporary Silt Fence</b>



## INVITATION TO BID

### 2007 STANDBY MISCELLANEOUS PIPE LINING AND PIPE BURSTING

Sealed Bids for furnishing all materials, labor, tools, equipment and appurtenances necessary for the construction of **2007 Standby Miscellaneous Pipe Lining and Pipe Bursting** 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 Friday, September 28, 2007, and then at said office publicly opened and read aloud.

#### **Description of Project:**

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

#### **Permits:**

This is a standby services agreement with work sites to be determined during the course of the contract period. As a result no permits have been secured and any permits required for this project will be the responsibility of the Contractor.

#### **Rights of Way/Easements:**

This is a standby services agreement with work sites to be determined during the course of the contract period however, it is anticipated that all work will be preformed within existing County owned easements or rights-of-way.

#### **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:

McGraw Hill Construction Dodge  
555 Walnut Street  
Macon, Georgia 31201

Fulton County  
Public Works Department  
141 Pryor ST, S.W., Ste 6001  
Atlanta, Georgia 30303

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

Reed Construction Data  
30 Technology Blvd  
STE 100  
Norcross Georgia 30092

FW Dodge Corporation  
2129 Northwest Parkway  
STE 105  
Marietta, Georgia 30067

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

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

Applications for documents, along with a non-refundable \$25.00 payment must be made to Fulton Construction Management Partners care of 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 Construction Management Partners**. 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.

For payment information, contact Pamela Cody, FCMP, Department of Public Works at 404-612-0880. All other questions should be addressed by the procedures outlined in this ITB to Nancy Harrison, Fulton County Department of Purchasing and Contract Compliance at (404) 730-4201, Nancy.Harrison@fultoncountygga.gov.

**Term of Contract:**

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

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: Nancy Harrison, Assistant Purchasing Agent  
Fulton County Public Safety Building  
130 Peachtree Street, S.W. Suite 1168  
Atlanta, GA 30303  
Phone: (404) 730-4201  
Fax: (404) 893-1744  
Reference Bid # 07RFB57666-NLH

Or Nancy.Harrison@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: September 12, 2007  
Time: 2:00 PM  
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 No. 07RFB57666-NLH 2007 Standby Miscellaneous Pipe Lining and Pipe Bursting.**"

**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

3:00 PM, September 17, 2007. 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: Nancy Harrison, Assistant Purchasing Agent  
Fulton County Public Safety Building  
130 Peachtree Street, S.W., 1168  
Atlanta, GA 30303  
Fax: (404) 893-1744  
Nancy.Harrison@fultoncountyga.gov  
Reference Bid # 07RFB57666-NLH

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 not be a scheduled site visit for this project

**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. Termination**

The County may terminate the contract resulting from this solicitation at any time the vendor fails to carry out the contract provisions, if in the opinion of the County, the performance of the contract is unreasonably delayed, or the vendor is in direct violation of the contract conditions. The County shall provide the vendor with notice of any conditions which violate or endanger the performance of the contract and, if after such notice the contractor fails to remedy such conditions within thirty (30) days, to the satisfaction of the County, the County may exercise their option in writing to terminate the Contract without further notice to the Contractor and order the Contractor to stop work immediately and vacate the premises. Vendor agrees by its bid submission that the County's decision is final and valid.

**K. Indemnification and Hold Harmless Agreement**

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

**L. Bid Opening**

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

**M. Determination of Successful Bidder**

Fulton County desires to complete this work in a timely manner. The Contract will be awarded to the lowest responsive, responsible bidder(s), if awarded. Award will be made on the basis of the prices given in the Base Bid Total.

1. **Responsibility:** The determination of the bidder's responsibility will be made by the County based on whether the bidder meets the following minimum requirements:
  - a. The County reserves the right to reject any bid if the evidence submitted by, or investigation of, the bidder fails to satisfy the County that he/she is properly qualified to carry out the obligations of the Contract.
  - b. Is properly licensed to perform this type of work in Fulton County. Bidders must have a utility contractors license to perform this work. O.C.G.A. §43-14-8.3 (h)
  - c. Maintains a permanent place of business individually or in conjunction with the prime contractor.
  - d. Has the appropriate and adequate technical experience. Designated Project Manager must be proficient in all aspects of contracted work.
  - e. Has adequate personnel and equipment to do the work expeditiously.
  - f. Has suitable financial means to meet obligations incidental to the work.
2. **Responsiveness:** The determination of responsiveness will be made by the County based on a consideration of whether the bidder has submitted a complete Bid form without irregularities, excisions, special conditions, or alternative bids for any item unless specifically requested in the Bid form.

**N. Wage Clause**

Pursuant to 102-391, Each Contractor shall agree that in the performance of the Contract he will comply with all lawful agreements, if any, which the Contractor had made with any association, union, or other entity, with respect to wages, salaries, and working conditions, so as not to cause inconvenience, picketing, or work stoppage.

**O. Notice of Award of Contract**

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

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

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

Any award made by the Board of Commissioners as a result of this bid will begin from the date of 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.

**P. Execution of Contract Documents**

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

Within 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.

**Q. Joint Venture**

Any Bidder intending to respond to this solicitation as a joint venture must submit an executed joint venture agreement with its offer. The agreement must designate those persons or entities authorized to execute documents or otherwise bind the joint venture in all transactions with Fulton County, or be accompanied by a document, binding upon the joint venture and its constituent members, making such designation. Offers from joint ventures that do not include these documents will be rejected as being non-responsive.

**R. Contractors Compliance With All Assurances And/Or Promises Made In Response To Procurement**

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

**S. 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.

**T. 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 Section 35 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 three (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 C - Georgia Utility Contractor License 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: **2007 Standby Miscellaneous Pipe Lining and Pipe Bursting**

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 BIDDER 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 12 (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 - Pipe Bursting

a.	1000	L.F.	Burst 8" to 10" diameter	\$_____/LF	\$_____
b.	1000	L.F.	Burst 10" to 12" diameter	\$_____/LF	\$_____
c.	1000	L.F.	Burst 12" to 18" diameter	\$_____/LF	\$_____

#### ITEM 2 - HDPE Pipe Lining

a.	1000	L.F.	8" diameter	\$_____/LF	\$_____
b.	1000	L.F.	10" diameter	\$_____/LF	\$_____
c.	1000	L.F.	12" diameter	\$_____/LF	\$_____

#### ITEM 3 - Cured-in-Place Pipe Lining

a.	1000	L.F.	8" diameter	\$_____/LF	\$_____
b.	1000	L.F.	10" diameter	\$_____/LF	\$_____
c.	1000	L.F.	12" diameter	\$_____/LF	\$_____

#### ITEM 4 – Service Line Reconnections

a.	50	EA.	By excavation for HDPE, pipe bursting, or CIPP	\$_____/EA	\$_____
b.	20	EA	By internal reinstatement for CIPP	\$_____/EA	\$_____

#### ITEM 5 – Heavy Sewer Cleaning

a.	1000	L.F.	Heavy sewer cleaning	\$_____/LF	\$_____
----	------	------	----------------------	------------	---------

#### ITEM 6 – Erosion Control

a.	500	S.Y.	Permanent Grassing	\$_____/SY	\$_____
b.	100	S.Y.	Sodding	\$_____/SY	\$_____
c.	1000	L.F.	Type A Silt Fence	\$_____/LF	\$_____
d.	1000	L.F.	Type C Silt Fence	\$_____/LF	\$_____
e.	200	L.F.	Inlet Filters (Pigs in a blanket)	\$_____/LF	\$_____

#### ITEM 7 - 4 Foot Diameter Manhole Rehabilitation – Cured-in-Place Manhole Liner

a.	200	V.F.	Up to 5' manhole depth	\$_____/VF	\$_____
b.	200	V.F.	6' to 10' manhole depth	\$_____/VF	\$_____



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 \_\_\_\_\_





**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**  
**2007 Standby Miscellaneous Pipe Lining and Pipe Bursting**  
**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 **2007 Standby Miscellaneous Pipe Lining and Pipe Bursting**, a Bid;

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

NOW THEREFORE: The conditions of this obligation are such that if the Bid be accepted, the PRINCIPAL shall within ten (10) calendar days after receipt of written notification from the COUNTY of the award of the Contract execute 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

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

(SEAL)

**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 RFP, 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: Contractor's Georgia Utility License Certification
- 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 C: CONTRACTOR'S GEORGIA UTILITY LICENSE CERTIFICATION**

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

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

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

(ATTACHED COPY OF LICENSE)

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

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

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



**FORM 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 500 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
Male/Female												
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

_____	_____
<b>(Prime Bidder)</b>	<b>(Subcontractor)</b>
<b>Signature</b> _____	<b>Signature</b> _____
<b>Title</b> _____	<b>Title</b> _____
<b>Date</b> _____	<b>Date</b> _____



**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**

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).

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

Accordingly the Respondent shall provide a certificate evidencing the following:

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

Employer’s Liability Insurance	BY ACCIDENT	EACH ACCIDENT	\$1,000,000
Employer’s Liability Insurance	BY DISEASE	POLICY LIMIT	\$1,000,000
(Aggregate)	BY DISEASE	EACH EMPLOYEE	\$1,000,000

**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

**3. BUSINESS AUTOMOBILE LIABILITY INSURANCE**

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

**4. ELECTRONIC DATA PROCESSING LIABILITY**

(Required if computer contractor)	Limits	\$1,000,000
-----------------------------------	--------	-------------

**5. UMBRELLA LIABILITY**

(In excess of above noted coverages)	Each Occurrence	\$10,000,000
--------------------------------------	-----------------	--------------

**6. PROFESSIONAL LIABILITY**

	Each Occurrence	\$5,000,000
--	-----------------	-------------

(To be provided when the Contract includes specified Professional Services, and will be written with all Environmental/Pollution exclusions deleted).

**7. ENVIRONMENTAL/POLLUTION LIABILITY**

Each Occurrence \$2,000,000

**8. FIDELITY BOND**

(Employee Dishonesty)

Each Occurrence \$100,000

**9. BUILDERS RISK:** "All-risk" form of builder's risk insurance providing coverage against loss or damage by fire or other peril on an "all-risk" form, including demolition and increased cost of construction, debris removal and the full replacement cost of the Project foundations and containing an agreed amount endorsement, and, 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

**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 forty-five (45) 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.

Such certificates and notices **must** identify the "Certificate Holder" as follows:

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

Certificates **must** list Project Name and Project Number.

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

#### **USE OF PREMISES**

Contractor 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 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 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 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**

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, the 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**

**2007 MISCELLANEOUS PIPE LINING AND PIPE BURSTING**

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
- Special 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: 07RFB57666-NLH

**2007 STANDBY MISCELLANEOUS PIPE LINING AND PIPE BURSTING**

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 three hundred sixty five (365) calendar days from the Notice to Proceed or the date work begins, whichever comes first. The Contractor shall remain responsible for performing, in accordance with the terms of the contract, all work assigned prior to the expiration of the said calendar days allowed for completion of the work even if the work is not completed until after the expiration of such days.

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:

\_\_\_\_\_  
**[Insert Department Head Name]**  
**[Insert Department Head Title]**

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

**WHEREAS**, the Principal has entered, or is about to enter, into a certain written contract with the Owner, dated \_\_\_\_\_, which is incorporated herein by reference in its entirety (hereinafter called the "Contract"), for construction-type services of a project known as **2007 Standby Miscellaneous Pipe Lining and Pipe Bursting**, 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 \_\_\_\_\_, \_\_\_\_\_.

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

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

Attest:

\_\_\_\_\_  
Secretary

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

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 \_\_\_\_\_  
(hereinafter called the "Principal") and \_\_\_\_\_  
(hereinafter called the "Surety"), are held and firmly bound unto **FULTON COUNTY**, a political subdivision of the State of Georgia (hereinafter called the "Owner"), its successors and assigns 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 **2007 Miscellaneous Pipe Lining and Pipe Bursting**, 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, 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 Program Manager and the Construction Manager shall provide administration services as hereinafter described.

For the administration of this Contract, the Construction Manager shall serve as the County's primary representative during design and construction and until final payment to the Contractor is due. The Construction Manager shall advise and consult with the County and the Program Manager. The primary point of contact for the Contractor shall be the Construction Manager. All correspondence from the Contractor to the County shall be forwarded through the Construction Manager. Likewise, all correspondence and instructions to the Contractor shall be forwarded through the Construction Manager.

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

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

engineers, consultants, subcontractors, or any of their agents or employees, or any other persons performing the Work.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

#### 00700-20 DISCIPLINE ON WORK SITE

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

#### 00700-21 HOURS OF OPERATION

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

#### 00700-22 FAMILIARITY WITH WORK CONDITIONS

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

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

#### 00700-23 RIGHT OF ENTRY

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

#### 00700-24 NOTICES

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

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

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

#### 00700-25 SAFETY

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

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

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

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

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

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

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

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

D. PROTECTION OF THE WORK

1. The Contractor shall, throughout the performance of the Work, maintain adequate and continuous protection of all Work and temporary facilities against loss or damage from whatever cause, shall protect the property of the County and third parties from loss or damage from whatever cause arising out of the performance of the Work, and shall comply with the requirements of the County or its agent(s) and its insurance carriers, and with all applicable laws, codes, rules and regulations, (as same may be amended) with respect to the prevention of loss or damage to property as a result of fire or other hazards.
2. The County or its agent(s) may, but shall not be required to, make periodic inspections of the Project work area. In such event, however, the Contractor shall not be relieved of its aforesaid responsibilities and the County or its agent(s) shall not assume, nor shall it be deemed to have assumed, any responsibility otherwise imposed upon the assurance of Contractor by this Agreement.

E. SAFETY EQUIPMENT

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

F. EMERGENCIES

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

G. SUSPENSION OF THE WORK

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

#### 00700-26 BLASTING AND EXCAVATION

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

#### 00700-27 HIGH VOLTAGE LINES

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

00700-28 SCAFFOLDING AND STAGING

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

00700-29 CLEAN-UP

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

00700-30 PROTECTION OF WORK

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

00700-31 REJECTED WORK

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

00700-32 DEFECTIVE WORK

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

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

00700-33 WARRANTY OF NEW MATERIALS

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

00700-34 CONTRACTOR'S WARRANTY OF THE WORK

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

00700-35 ASSIGNMENT OF MANUFACTURERS' WARRANTIES

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

00700-36 WARRANTIES IMPLIED BY LAW

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

00700-37 STOP WORK ORDERS

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

00700-38 TERMINATION FOR CAUSE

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

00700-39 TERMINATION FOR CONVENIENCE

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

00700-40 TERMINATION FOR CONVENIENCE - PAYMENT

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

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

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

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

#### 00700-42 COST TO CURE

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

#### 00700-43 ATTORNEY'S FEES

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

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

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

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

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

#### 00700-45 RECORDS

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

#### 00700-46 DEDUCTIONS

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

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

#### 00700-47 REIMBURSEMENT OF THE COUNTY

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

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

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

00700-49 COMMENCEMENT AND DURATION OF WORK

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

00700-50 TIME OF THE ESSENCE

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

00700-51 IMPACT DAMAGES

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

00700-52 DELAY

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

00700-53 INCLEMENT WEATHER

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

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

November        6 days  
December        9 days

#### 00700-54 DELAY - NOTICE AND CLAIM

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

#### 00700-55 STATEMENT OF CLAIM - CONTENTS

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

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

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

#### 00700-57 DILIGENCE

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

#### 00700-58 SET-OFFS

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

#### 00700-59 REMEDIES CUMULATIVE

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

#### 00700-60 TITLE TO MATERIALS

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

#### 00700-61 INSPECTION OF MATERIALS

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

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

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

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

#### 00700-63 MATERIALS INCORPORATED IN WORK

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

#### 00700-64 STORAGE OF MATERIALS

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

#### 00700-65 PAYROLL REPORTS

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

#### 00700-66 CONTRACTORS' REPRESENTATIVE

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

#### 00700-67 SPECIALTY SUB-CONTRACTORS

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

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

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

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

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

00700-70 SCHEDULING OF THE WORK

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

00700-71 PROGRESS ESTIMATES

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

00700-72 PROGRESS PAYMENTS

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

00700-73 TIME OF PAYMENT

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

00700-74 RETAINAGE

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

00700-75 PAYMENT OF SUBCONTRACTORS

The Contractor shall promptly pay each subcontractor upon the receipt of payment from the County. Such payment shall be made from the amount paid to the Contractor pursuant to the subcontractor's work. The Contractor shall also maintain the records of the percentage retained from payments to the Contractor pursuant to such subcontractor's work. The Contractor shall procure agreements from each subcontractor requiring each subcontractor to pay their subcontractors, agents and employees in a similar manner. The County reserves the right to inquire of any subcontractor, supplier, materialmen, or subconsultant, the status of any

indebtedness of the Contractor. The County further reserves the right to require the Contractor to designate on each instrument of payment exceeding \$400.00 to subcontractors, suppliers, materialmen, and subconsultants that such payment is on account of the work under this Contract.

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

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

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

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

#### 00700-78 PAYMENTS IN TRUST

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

#### 00700-79 JOINT PAYMENTS

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

#### 00700-80 RIGHT TO WITHHOLD PAYMENT

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

#### 00700-81 CERTIFICATE OF SUBSTANTIAL COMPLETION

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

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

#### 00700-82 PAYMENT UPON SUBSTANTIAL COMPLETION

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

#### 00700-83 COMMENCEMENT OF WARRANTIES

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

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

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

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

00700-85 DOCUMENTATION OF COMPLETION OF WORK

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

- a. An affidavit that all payrolls, bills for materials and equipment, and other indebtedness connected with the work have been paid 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 give by the Contractor before proceeding to execute the Work, except in an emergency endangering life or property in which case the Contractor shall proceed in accordance with 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.

I N D E X

<u>SUBJECT</u>	<u>GENERAL CONDITION ARTICLE #</u>
Administration of Contract	17
Applicable Law	7
Assignment	13
Blasting and Excavation	26
Changes	87, 88
Clean Site	29
Codes	4
Commencement of Work	49
Contract Documents	2
Contractor's Representative	66
Defective Work	31, 32
Definitions	3
Delay	51, 52, 54, 55
Extension of Time	52, 53, 54
Familiarity of Time	1, 22
Final Payment	84
Governing Law	86
High Voltage Lines	27
Inclement Weather	53
Indemnification	15
Inspections	23, 61, 62, 68, 69
Interruption	48
Licenses	8
Liquidated Damages	46, 48
New Materials	33, 63
Notices	24
Payment	72, 73, 75
Payment of Subcontractors	75, 76
Payment Upon Substantial Completion	82, 84
Payroll Reports	65
Permits	8
Progress Payments	72, 73, 77, 78, 79, 80
Protection of Work	30, 64
Records Inspection	45

---

Retainage	11, 74
Safety	25
Scaffolding and Staging	28
Scheduling	70
Service of Process	14
Stop Work Order	37
Subcontractors	67, 76
Substantial Completion	81
Suspension	48
Supervision of Work	16, 66
Surety's Responsibility	17
Taxes	9, 10
Termination for Cause	38, 44, 47
Termination for Convenience	39, 40, 41
Time of the Essence	50
Warranties	33, 34, 35, 36
Work Behind Schedule	56



**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



**Part 1 General****1.01 Description**

- A. The Work to be performed under this Contract shall consist of furnishing all labor, materials, tools, equipment and incidentals and performing all Work required to construct complete in place and ready to operate:
- B. All Work described above shall be performed as shown on the Drawings and as specified.
- C. Scope of Work Summary
  - 1. This contract will consist of numerous separate tasks (or projects) to perform pipeline or manhole rehabilitation work at various locations within Fulton County's wastewater collection system. Each task will vary upon the specific needs of the problem at hand and may include only one rehabilitation method or may include multiple methods. Selection of method of rehabilitation will be solely at the discretion of the County.
  - 2. The Pipe Bursting process is defined as the reconstruction of sanitary sewer pipe by the bursting of the host pipe and inserting new High Density Polyethylene (HDPE) Pipe of specified size. The HDPE pipe shall extend the full length of the existing pipe and shall provide a structurally sound, impermeable, jointless pipe. All service connections must be reestablished (when required) once the HDPE has been installed.
  - 3. The HDPE Pipe lining process is defined as the reconstruction of sanitary sewer pipe by the insertion of a new High Density Polyethylene (HDPE) pipe of specified size into the host pipe. The HDPE pipe shall extend the full length of the existing pipe and shall provide a structurally sound, impermeable, and jointless pipe.
  - 4. The Cured-in-Place Pipe lining process is defined as the reconstruction of sanitary sewer pipe by the insertion of a composite uncured liner into the pipe and then cured in place using high temperature steam or hot water to inflate the liner.
  - 5. Cured-in-Place Manhole rehabilitation shall include lining of deteriorated manholes with one of three lining methods. The method selected for a particular manhole shall be determined based on one of three criteria: ability to withstand ground water infiltration and/or hydrostatic pressure from flooding or high groundwater conditions, presence of corrosive sewer gases such as H<sub>2</sub>S, or the need to reinforce or add structural integrity to an existing manhole structure.

**1.02 Quantities**

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

END OF SECTION

**Part 1 General****1.01 Scope**

- A. The Bid lists each item of the Project for which payment will be made. **No payment will be made for any items other than those listed in the Bid.**
- B. Required items of work and incidentals necessary for the satisfactory completion of the work which are not specifically listed in the Bid, and which are not specified in this Section to be measured or to be included in one of the items listed in the Bid, shall be considered as incidental to the work. All costs thereof, including Contractor's overhead costs and profit, shall be considered as included in the lump sum or unit prices bid for the various Bid items. The Contractor shall prepare the Bid accordingly.
- C. Work includes furnishing all plant, labor, equipment, tools and materials, 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 an item of work will be by the unit indicated in the Bid.
- B. Final payment quantities shall be determined from actual quantities installed and measured in the field.
- 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, no separate payment will be made for any item of work, materials, parts, equipment, supplies or related items required to perform and complete the work. The costs for all such items required shall be included in the price bid for item of which it is a part.
- E. Payment will be made by extending unit prices multiplied by quantities provided and then summing the extended prices to reflect actual work. Such price and payment shall constitute full compensation to the Contractor for furnishing all plant, labor, equipment, tools and materials not furnished by the Owner and for performing all operations required to provide to the Owner the entire Project, complete in place, as specified and as indicated on the Drawings.
- F. "Products" shall mean materials or equipment permanently incorporated into the work.

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

- C. No separate payment shall be made for any traffic control, work area protection, recording, safety measures, set-up of equipment and set-up of staging area except as indicated below. Payment for these items shall be part of the unit price bid for each particular item of work.
- D. No separate payment shall be made for providing detail surveys needed for construction. The Contractor shall be responsible in providing further survey necessary to complete the Work. The Contractor shall carefully preserve the established points, and in case of willful or careless destruction, the Contractor shall be responsible for the costs of reestablishing the bench marks, reference points and stakes.

#### **1.04 Erosion and Sedimentation Control**

- A. General
  - 1. No separate payment shall be made for erosion and sedimentation controls, except as noted below. All other erosion and sedimentation control costs shall be included in the unit price bid for the item to which it pertains.
  - 2. No payment will be made for any portion of the Project for which temporary erosion and sedimentation controls are not properly maintained.
  - 3. Quantities for payment shall be based upon actual quantity constructed by the Contractor.
- B. Silt Fence: All costs for Type A silt fence, including installation, maintenance, repair, replacement, and removal, shall be included in the unit price bid for Silt Fence.
- 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. Inlet Filters: All costs for inlet sediment traps (pigs in a blanket), including installation, maintenance, repair and removal, shall be included in the unit price bid for Inlet Filters.
- E. Grassing
  - 1. No separate payment will be made for temporary grassing.
  - 2. Payment shall be made only for the final permanent perennial grassing. All costs for grassing, including seeding, fertilizing, mulching as well as temporary measures, shall be included in the price bid for Permanent Grassing.
- F. Sodding: Sodding, where ordered by the Engineer, shall be provided at the unit price bid for Sodding. Payment for sodding shall be in addition to the payment made for Grassing.

#### **1.05 Sewers and Accessories**

- A. Pipe Bursting
  - 1. Payment shall be made for actual lengths of new pipe installed from manhole to manhole.
  - 2. No separate payment shall be made for launch pits or receiving pits.
- B. HDPE Pipe Lining
  - 1. Payment shall be made for actual lengths of new pipe installed from manhole to manhole.
- C. Cured-in-Place Lining
  - 1. Payment shall be made for actual lengths of new pipe installed from manhole to manhole. Payment shall be calculated from centerline to centerline of the origination and termination manholes. No payment shall be made for "down-tube" or dry felt used in conjunction with an inversion.
- D. Sewer Cleaning
  - 1. No payment shall be made for normal cleaning of sewers as defined in Section 02731, paragraph 3.04 I
  - 2. The Contractor shall be paid for heavy cleaning as defined in Section 3.04 I on the basis of the distance loosened debris is moved to the nearest point of extrication from the sewer. Payment shall be calculated on a lineal foot basis and will be paid in addition to the normal cleaning rate shown on the Bid Sheet. Any heavy cleaning must have pre-approval from the Owner/Engineer.
- E. Location and Grade
  - 1. No separate payment shall be made for survey work performed by or for the Contractor in the establishment of reference points, bench marks, cut sheets, limits of right of way or easement, including their restoration, as well as centerline or baseline points.
  - 2. The "construction surveying" cash allowance is solely for the use of the Engineer for verification of the Contractor's reference points, centerlines and work performed. The presence of this cash allowance in no way relieves the Contractor of the responsibility of installing reference points, centerlines, temporary bench marks or verifying that the work has been performed accurately.
- F. Construction Along Highways, Streets and Roadways: No separate payment shall be made for traffic control or maintaining highways, streets, roadways and driveways.
- G. Manhole Rehabilitation
  - 1. Measurement for payment at the unit price for manhole rehabilitation shall be made from the invert to the base of the manhole frame for each method of rehabilitation bid at the price for the depth range listed.
- H. Clean up and Testing: No separate payment shall be made for clean up and testing

**1.06 Sewer Service Connections**

- A. Payment for re-establishing sewer service connections shall be made under the unit prices bid.
- 1.07 Removing and Replacing Pavement**
- A. Payment for removing and replacing pavement will be made as a separate item based on the measured quantity replaced at the unit price in the Bid. The unit price bid shall include all costs associated with removing and replacing pavement, including providing select backfill if necessary, traffic control and temporary measures for maintaining traffic.
- C. Payment for soils testing shall be made from the "testing" cash allowance. No payment shall be made for tests that fail to verify required results.
- D. No additional payment will be made for removing and replacing damaged adjacent pavement.
- E. Costs for removal and replacement of sidewalks and curb and gutter shall be included in the unit price bid for the item to which it pertains.
- 1.08 Clearing and Grubbing**
- A. No separate payment shall be made for clearing and grubbing.
- B. The cost of moving and reestablishing landscape features, including labor and materials, shall be included in the unit price bid for the item to which it pertains.
- 1.09 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 the work pertains.
2. No separate payment will be made for providing sheeting, bracing and timbering.
- 1.10 Cash Allowances**
- A. General
1. The Contractor shall include in the Bid Total all allowances stated in the Contract Documents. These allowances shall cover the net cost of the services provided by a firm selected by the Owner. The Contractor's handling costs, labor, overhead, profit and other expenses contemplated for the original allowance shall be included in the items to which they pertain and not in allowances.
2. No payment will be made for nonproductive time on the part of testing personnel due to the Contractor's failure to properly coordinate testing activities with the work schedule or the Contractor's problems with maintaining equipment in good working condition. The Contractor shall 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 amount of the allowance, the Contract will be adjusted accordingly by change order. The amount of change order will not recognize any changes in handling costs at the site, labor, overhead, profit and other expenses caused by the adjustment to the allowance.
- C. Documentation
1. Submit copies of the invoices with each periodic payment request from the firm providing the services.
  2. Submit results of services provided which verify required results.
- D. Schedule of Cash Allowances
1. Soils, Concrete, and Asphalt 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. Testing: Allow the amount provided in the Bid for the services of a testing laboratory for the testing of materials to be furnished on the Project, e.g., reinforced concrete pipe.
  3. Construction Verification Surveying
    - a. Allow the amount provided in the Bid for construction surveying by an independent surveying firm, selected by the Owner, to perform horizontal and vertical alignment checks at the discretion of the Engineer.
    - b. This allowance is solely for the use of the Engineer for verification of the Contractor's reference points, centerlines and work performed. The presence of this cash allowance in no way relieves the Contractor of the responsibility of installing reference points, centerlines, temporary bench marks or verifying that the work has been performed accurately.
  4. Utility Conflict Resolution – Allow the amount specified in the Bid to resolve any unforeseen utility conflicts (including relocating and/or replacement).

END OF SECTION



**Part 1 General****1.01 Scope**

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

END OF SECTION



**Part 1 General****1.01 Description**

- A. Whenever reference is made to conforming to the standards of any technical society, organization, body, code or standard, it shall be construed to mean the latest standard, code, specification or tentative specification adopted and published at the time of advertisement for Bids. This shall include the furnishing of materials, testing of materials, fabrication and installation practices. In those cases where the Contractor's quality standards establish more stringent quality requirements, the more stringent requirement shall prevail. Such standards are made a part hereof to the extent which is indicated or intended.
- B. The inclusion of an organization under one category does not preclude that organizations' standards from applying to another category.
- C. In addition, all work shall comply with the applicable requirements of local codes, utilities and other authorities having jurisdiction.
- D. All material and equipment, for which a UL Standard, an AGA or NSF approval or an ASME requirement is established, shall be so approved and labeled or stamped. The label or stamp shall be conspicuous and not covered, painted, or otherwise obscured from visual inspection.
- E. The standards which apply to this Project are not necessarily restricted to those organizations which are listed in Article 1.02.

**1.02 Standard Organizations**

- A. Piping and Valves
 

ACPA	American Concrete Pipe Association
ANSI	American National Standards Institute
API	American Petroleum Institute
ASME	American Society of Mechanical Engineers
AWWA	American Water Works Association
CISPI	Cast Iron Soil Pipe Institute
DIPRA	Ductile Iron Pipe Research Association
FCI	Fluid Controls Institute
MSS	Manufacturers Standardization Society
NCPI	National Clay Pipe Institute
NSF	National Sanitation Foundation
PPI	Plastic Pipe Institute
Uni Bell PVC Pipe Association	
- B. Materials
 

AASHTO	American Association of State Highway and Transportation Officials
ANSI	American National Standards Institute
ASTM	American Society for Testing and Materials
- C. Painting and Surface Preparation
 

NACE	National Association of Corrosion Engineers
SSPC	Steel Structures Painting Council

- D. Electrical and Instrumentation
- |       |  |
|-------|--|
| AEIC  | Association of Edison Illuminating Companies               |
| AIEE  | American Institute of Electrical Engineers                 |
| EIA   | Electronic Industries Association                          |
| ICEA  | Insulated Cable Engineers Association                      |
| IEC   | International Electrotechnical Commission                  |
| IEEE  | Institute of Electrical and Electronic Engineers           |
| IES   | Illuminating Engineering Society                           |
| IPC   | Institute of Printed Circuits                              |
| IPCEA | Insulated Power Cable Engineers Association                |
| ISA   | ISA – The Instrumentation, Systems, and Automation Society |
| NEC   | National Electric Code                                     |
| NEMA  | National Electrical Manufacturers Association              |
| NFPA  | National Fire Protection Association                       |
| REA   | Rural Electrification Administration                       |
| TIA   | Telecommunications Industries Association                  |
| UL    | Underwriter's Laboratories                                 |
| VRCI  | Variable Resistive Components Institute                    |
- E. Aluminum
- |      |  |
|------|--|
| AA   | Aluminum Association                             |
| AAMA | American Architectural Manufacturers Association |
- F. Steel and Concrete
- |      |  |
|------|--|
| ACI  | American Concrete Institute                    |
| AISC | American Institute of Steel Construction, Inc. |
| AISI | American Iron and Steel Institute              |
| CRSI | Concrete Reinforcing Steel Institute           |
| NRMA | National Ready Mix Association                 |
| PCA  | Portland Cement Association                    |
| PCI  | Prestressed Concrete Institute                 |
- G. Welding
- |      |  |
|------|--|
| ASME | American Society of Mechanical Engineers |
| AWS  | American Welding Society                 |
- H. Government and Technical Organizations
- |      |  |
|------|--|
| AIA  | American Institute of Architects           |
| APHA | American Public Health Association         |
| APWA | American Public Works Association          |
| ASA  | American Standards Association             |
| ASAE | American Society of Agricultural Engineers |
| ASCE | American Society of Civil Engineers        |
| ASQC | American Society of Quality Control        |
| ASSE | American Society of Sanitary Engineers     |
| CFR  | Code of Federal Regulations                |
| CSI  | Construction Specifications Institute      |
| EDA  | Economic Development Administration        |
| EPA  | Environmental Protection Agency            |
| FCC  | Federal Communications Commission          |
| FmHA | Farmers Home Administration                |

FS	Federal Specifications
IAI	International Association of Identification
ISEA	Industrial Safety Equipment Association
ISO	International Organization for Standardization
ITE	Institute of Traffic Engineers
NBFU	National Board of Fire Underwriters
(NFPA)	National Fluid Power Association
NBS	National Bureau of Standards
NISO	National Information Standards Organization
OSHA	Occupational Safety and Health Administration
SI	Salt Institute
SPI	The Society of the Plastics Industry, Inc.
USDC	United States Department of Commerce
WEF	Water Environment Federation

## I. General Building Construction

AHA	American Hardboard Association
AHAM	Association of Home Appliance Manufacturers
AITC	American Institute of Timber Construction
APA	American Parquet Association, Inc.
APA	American Plywood Association
BHMA	Builders Hardware Manufacturers Association
BIFMA	Business and Institutional Furniture Manufacturers Association
DHI	Door and Hardware Institute
FM	Factory Mutual Fire Insurance Company
HPMA	Hardwood Plywood Manufacturers Association
HTI	Hand Tools Institute
IME	Institute of Makers of Explosives
ISANTA	International Staple, Nail and Tool Association
ISDSI	Insulated Steel Door Systems Institute
IWS	Insect Screening Weavers Association
MBMA	Metal Building Manufacturers Association
NAAMM	National Association of Architectural Metal Manufacturers
NAGDM	National Association of Garage Door Manufacturers
NCCLS	National Committee for Clinical Laboratory Standards
NFPA	National Fire Protection Association
NFSA	National Fertilizer Solutions Association
NKCA	National Kitchen Cabinet Association
NWMA	National Woodwork Manufacturers Association
NWWDA	National Wood Window and Door Association
RMA	Rubber Manufacturers Association
SBC	SBC Standard Building Code
SDI	Steel Door Institute
SIA	Scaffold Industry Association
SMA	Screen Manufacturers Association
SPRI	Single Ply Roofing Institute
TCA	Tile Council of America
UBC	Uniform Building Code

## J. Roadways

AREA	American Railway Engineering Association
DOT	Department of Transportation
SSRBC	Standard Specifications for Construction of Transportation Systems, Georgia Department of Transportation

K.	Plumbing	
	AGA	American Gas Association
	NSF	National Sanitation Foundation
	PDI	Plumbing Drainage Institute
	SPC	SBCC Standard Plumbing Code
L.	Refrigeration, Heating, and Air Conditioning	
	AMCA	Air Movement and Control Association
	ARI	American Refrigeration Institute
	ASHRAE	American Society of Heating, Refrigeration, and Air Conditioning Engineers
	ASME	American Society of Mechanical Engineers
	CGA	Compressed Gas Association
	CTI	Cooling Tower Institute
	HEI	Heat Exchange Institute
	IIAR	International Institute of Ammonia Refrigeration
	NB	National Board of Boilers and Pressure Vessel Inspectors
	PFMA	Power Fan Manufacturers Association
	SAE	Society of Automotive Engineers
	SMACNA	Sheet Metal and Air Conditioning Contractors National Association
	SMC	SBCC Standard Mechanical Code
	TEMA	Tubular Exchangers Manufacturers Association
M.	Equipment	
	AFBMA	Anti Friction Bearing Manufacturers Association, Inc.
	AGMA	American Gear Manufacturers Association
	ALI	Automotive Lift Institute
	CEMA	Conveyor Equipment Manufacturers Association
	CMAA	Crane Manufacturers Association of America
	DEMA	Diesel Engine Manufacturers Association
	MMA	Monorail Manufacturers Association
	OPEI	Outdoor Power Equipment Institute, Inc.
	PTI	Power Tool Institute, Inc.
	RIA	Robotic Industries Association
	SAMA	Scientific Apparatus Makers Association

**1.03 Symbols**

Symbols and material legends shall be as scheduled on the Drawings.

END OF SECTION

**Part 1 General****1.01 Scope**

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

**1.02 Preconstruction Conference**

- A. The Engineer shall schedule the preconstruction conference prior to the issuance of the Notice to Proceed.
- B. Representatives of the following parties are to be in attendance at the meeting:
  - 1. Owner.
  - 2. Engineer.
  - 3. Contractor and superintendent.
  - 4. Major subcontractors.
  - 5. Representatives of governmental or regulatory agencies when appropriate.
- C. The agenda for the preconstruction conference shall consist of the following as a minimum:
  - 1. Distribute and discuss a list of major subcontractors and a tentative construction schedule.
  - 2. Critical work sequencing.
  - 3. Designation of responsible personnel and emergency telephone numbers.
  - 4. Processing of field decisions and change orders.
  - 5. Adequacy of distribution of Contract Documents.
  - 6. Schedule and submittal of shop drawings, product data and samples.
  - 7. Pay request format, submittal cutoff date, pay date and retain age.

8. Procedures for maintaining record documents.
9. Use of premises, including office and storage areas and Owner's requirements.
10. Major equipment deliveries and priorities.
11. Safety and first aid procedures.
12. Security procedures.
13. Housekeeping procedures.
14. Work hours.

### **1.03 Project Coordination Meetings**

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

END OF SECTION

**Part 1 General****1.01 Scope**

- A. The Contractor shall furnish all equipment and labor materials required to provide the Owner with digital construction photographs of the Project. Photographs shall be provided on a compact disk.
- B. Photo and video files shall become the property of the Owner and none of the photographs herein shall be published without express permission of the Owner.

**1.02 Pre and Post Construction Photographs**

- A. Prior to the beginning of any work, the Contractor shall take project photographs of the work area to record existing conditions.
- B. Following completion of the work, photos shall be made showing the same areas and features as in the pre construction photographs.
- C. All conditions which might later be subject to disagreement shall be shown in sufficient detail to provide a basis for decisions.
- D. The pre construction photographs shall be submitted to the Engineer within 25 calendar days after the date of receipt by the Contractor of Notice to Proceed. Post construction photographs shall be provided prior to final acceptance of the project.

**1.03 Progress Photographs and Submittals**

- A. Progress photograph files shall be provided on compact discs as well as hard copies.
- B. The file name of each photograph shall at a minimum contain the date the photograph was taken. All photographs shall be labeled to indicate date, time taken, and description of work shown.
- C. A minimum of 10 photographs shall be submitted with each request for payment. The view selection will be as agreed to with the Engineer. One copy of each photograph shall be submitted. Failure to include photographs may be cause for rejection of the payment request.

END OF SECTION



**Part 1 General****1.01 Scope**

- A. The work under this Section includes submittal to the Engineer of shop drawings, product data and samples required by the various sections of these Specifications.
- B. Submittal Contents: The submittal contents required are specified in each section.
- C. Definitions: Submittals are categorized as follows:
  - 1. Shop Drawings
    - a. Shop drawings shall include technical data, drawings, diagrams, procedure and methodology, performance curves, schedules, templates, patterns, test reports, calculations, instructions, measurements and similar information as applicable to the specific item for which the shop drawing is prepared.
    - b. Provide newly prepared information, on reproducible sheets, with graphic information at accurate scale (except as otherwise indicated) or appropriate number of prints hereof, with name or preparer (firm name) indicated. The Contract Drawings shall not be traced or reproduced by any method for use as or in lieu of detail shop drawings. Show dimensions and note dimensions that are based on field measurement. Identify materials and products in the work shown. Indicate compliance with standards and special coordination requirements. Do not allow shop drawings to be used in connection with the Work without appropriate final "Action" markings by the Engineer.
    - c. Drawings shall be presented in a clear and thorough manner. Details shall be identified by reference to sheet and detail, specification section, schedule or room numbers shown on the Contract Drawings.
    - d. Minimum assembly drawings sheet size shall be 24 x 36 inches.
    - e. Minimum detail sheet size shall be 8 1/2 x 11 inches.
    - f. Minimum Scale:
      - i. Assembly Drawings Sheet, Scale: 1 inch = 30 feet.
      - ii. Detail Sheet, Scale: 1/4 inch = 1 foot.
  - 2. Product Data
    - a. Product data includes standard printed information on materials, products and systems, not specially prepared for this Project, other than the designation of selections from among available choices printed therein.

- b. Collect required data into one submittal for each unit of work or system, and mark each copy to show which choices and options are applicable to the Project. Include manufacturer's standard printed recommendations for application and use, compliance with standards, application of labels and seals, notation of field measurements which have been checked and special coordination requirements.
3. Samples
  - a. Samples include both fabricated and un fabricated physical examples of materials, products and units of work, both as complete units and as smaller portions of units of work, either for limited visual inspection or, where indicated, for more detailed testing and analysis.
  - b. Provide units identical with final condition of proposed materials or products for the work. Include "range" samples, not less than three units, where unavoidable variations must be expected, and describe or identify variations between units of each set. Provide full set of optional samples where the Engineer's selection is required. Prepare samples to match the Engineer's sample where indicated. Include information with each sample to show generic description, source or product name and manufacturer, limitations and compliance with standards. Samples are submitted for review and confirmation of color, pattern, texture and "kind" by the Engineer. Engineer will note "test" samples, except as otherwise indicated, for other requirements, which are the exclusive responsibility of the Contractor.
4. Miscellaneous submittals related directly to the Work (non administrative) warranties, maintenance agreements, workmanship bonds, project photographs, survey data and reports, physical work records, statements of applicability, quality testing and certifying reports, copies of industry standards, record drawings, field measurement data, operating and maintenance materials, overrun stock, security/protection/safety keys and similar information, devices and materials applicable to the Work but not processed as shop drawings, product data or samples.

## 1.02 Specific Category Requirements

- A. General: Except as otherwise indicated in the individual work sections, comply with general requirements specified herein for each indicated category of submittal. Submittals shall contain:
  1. The date of submittal and the dates of any previous submittals.
  2. The Project title.
  3. Numerical submittal numbers, starting with 1.0, 2.0, etc. Revisions to be numbered 1.1, 1.2, etc.
  4. The Names of:
    - a. Contractor

- b. Supplier
- c. Manufacturer
5. Identification of the product, with the Specification section number, permanent equipment tag numbers and applicable Drawing No.
6. Field dimensions, clearly identified as such.
7. Relation to adjacent or critical features of the Work or materials.
8. Applicable standards, such as ASTM or Federal Specification numbers.
9. Notification to the Engineer in writing, at time of submissions, of any deviations on the submittals from requirements of the Contract Documents.
10. Identification of revisions on resubmittals.
11. An 8 x 3 inch blank space for Contractor and Engineer stamps.
12. Contractor's stamp, initialed or signed, certifying to review of submittal, verification of products, field measurements and field construction criteria and coordination of the information within the submittal with requirements of the Work and of Contract Documents.
13. Submittal sheets or drawings showing more than the particular item under consideration shall have all but the pertinent description of the item for which review is requested crossed out.

### **1.03 Routing of Submittals**

- A. Submittals and routine correspondence shall be routed as follows:
  1. Supplier to Contractor (through representative if applicable)
  2. Contractor to Engineer
  3. Engineer to Contractor and Owner
  4. Contractor to Supplier

## **Part 2 Products**

### **2.01 Shop Drawings**

- A. Unless otherwise specifically directed by the Engineer, make all shop drawings accurately to a scale sufficiently large to show all pertinent features of the item and its method of connection to the Work.
- B. Submit all shop drawings in the form of six hard copies and one pdf file.
- C. One reproducible for all submittals larger than 11 x 17 inches and no more than three prints of other submittals will be returned to the Contractor.

### **2.02 Manufacturer's Literature**

- A. Where content of submitted literature from manufacturers includes data not pertinent to this submittal, clearly indicate which portion of the contents is being submitted for the Engineer's review.
- B. Submit the number of copies which are required to be returned (not to exceed three) plus three copies which will be retained by the Engineer.

### **2.03 Samples**

- A. Samples shall illustrate materials, equipment or workmanship and established standards by which completed work is judged.
- B. Unless otherwise specifically directed by the Engineer, all samples shall be of the precise article proposed to be furnished.
- C. Submit all samples in the quantity which is required to be returned plus one sample which will be retained by the Engineer.

### **2.04 Colors**

- A. Unless the precise color and pattern is specifically described in the Contract Documents, wherever a choice of color or pattern is available in a specified product, submit accurate color charts and pattern charts to the Engineer for review and selection.
- B. Unless all available colors and patterns have identical costs and identical wearing capabilities, and are identically suited to the installation, completely describe the relative costs and capabilities of each.

## **Part 3 Execution**

### **3.01 Contractor's Coordination of Submittals**

- A. Prior to submittal for the Engineer's review, the Contractor shall use all means necessary to fully coordinate all material, including the following procedures:
  - 1. Determine and verify all field dimensions and conditions, catalog numbers and similar data.
  - 2. Coordinate as required with all trades and all public agencies involved.
  - 3. Submit a written statement of review and compliance with the requirements of all applicable technical Specifications as well as the requirements of this Section.
  - 4. Clearly indicate in a letter or memorandum on the manufacturer's or fabricator's letterhead, all deviations from the Contract Documents.
- B. Each and every copy of the shop drawings and data shall bear the Contractor's stamp showing that they have been so checked. Shop drawings submitted to the Engineer without the Contractor's stamp will be returned to the Contractor for conformance with this requirement.
- C. The Owner may back charge the Contractor for costs associated with having to review a particular shop drawing, product data or sample more than two times to receive a "No Exceptions Taken" mark.

- D. Grouping of Submittals
1. Unless otherwise specifically permitted by the Engineer, make all submittals in groups containing all associated items.
  2. No review will be given to partial submittals of shop drawings for items which interconnect and/or are interdependent. It is the Contractor's responsibility to assemble the shop drawings for all such interconnecting and/or interdependent items, check them and then make one submittal to the Engineer along with Contractor's comments as to compliance, non compliance or features requiring special attention.
- E. Schedule of Submittals
1. Within 30 days of Contract award and prior to any shop drawing submittal, the Contractor shall submit a schedule showing the estimated date of submittal and the desired approval date for each shop drawing anticipated. A reasonable period shall be scheduled for review and comments. Time lost due to unacceptable submittals shall be the Contractor's responsibility and some time allowance for resubmittal shall be provided. The schedule shall provide for submittal of items which relate to one another to be submitted concurrently.

### **3.02 Timing of Submittals**

- A. Make all submittals far enough in advance of scheduled dates for installation to provide all required time for reviews, for securing necessary approvals, for possible revision and resubmittal, and for placing orders and securing delivery.
- B. In scheduling, allow sufficient time for the Engineer's review following the receipt of the submittal.

### **3.03 Reviewed Shop Drawings**

- A. Engineer Review
1. Allow a minimum of 30 days for the Engineer's initial processing of each submittal requiring review and response, except allow longer periods where processing must be delayed for coordination with subsequent submittals. The Engineer will advise the Contractor promptly when it is determined that a submittal being processed must be delayed for coordination. Allow a minimum of two weeks for reprocessing each submittal. Advise the Engineer on each submittal as to whether processing time is critical to progress of the Work, and therefore the Work would be expedited if processing time could be foreshortened.
  2. Acceptable submittals will be marked "No Exceptions Taken". A minimum of three copies will be retained by the Engineer for Engineer's and the Owner's use and the remaining copies will be returned to the Contractor.
  3. Submittals requiring minor corrections before the product is acceptable will be marked "Make Corrections Noted". The Contractor may order, fabricate and ship the items included in the submittals, provided the

indicated corrections are made. Drawings must be resubmitted for review and marked "No Exceptions Taken" prior to installation or use of products.

4. Submittals marked "Amend and Resubmit" must be revised to reflect required changes and the initial review procedure repeated.
  5. The "Rejected See Remarks" notation is used to indicate products which are not acceptable. Upon return of a submittal so marked, the Contractor shall repeat the initial review procedure utilizing acceptable products.
  6. Only two copies of items marked "Amend and Resubmit" and "Rejected See Remarks" will be reviewed and marked. One copy will be retained by the Engineer and the other copy with all remaining unmarked copies will be returned to the Contractor for resubmittal.
- B. No work or products shall be installed without a drawing or submittal bearing the "No Exceptions Taken" notation. The Contractor shall maintain at the job site a complete set of shop drawings bearing the Engineer's stamp.
- C. Substitutions: In the event the Contractor obtains the Engineer's approval for the use of products other than those which are listed first in the Contract Documents, the Contractor shall, at the Contractor's own expense and using methods approved by the Engineer, make any changes to structures, piping and electrical work that may be necessary to accommodate these products.
- D. Use of the "No Exceptions Taken" notation on shop drawings or other submittals is general and shall not relieve the Contractor of the responsibility of furnishing products of the proper dimension, size, quality, quantity, materials and all performance characteristics, to efficiently perform the requirements and intent of the Contract Documents. The Engineer's review shall not relieve the Contractor of responsibility for errors of any kind on the shop drawings. Review is intended only to assure conformance with the design concept of the Project and compliance with the information given in the Contract Documents. The Contractor is responsible for dimensions to be confirmed and correlated at the job site. The Contractor is also responsible for information that pertains solely to the fabrication processes or to the technique of construction and for the coordination of the work of all trades.

### **3.04 Resubmission Requirements**

- A. Shop Drawings
1. Revise initial drawings as required and resubmit as specified for initial submittal, with the resubmittal number shown.
  2. Indicate on drawings all changes which have been made other than those requested by the Engineer.
- B. Project Data and Samples: Resubmit new data and samples as specified for initial submittal, with the resubmittal number shown.

END OF SECTION

**Part 1 General****1.01 Scope**

- A. This Section includes testing which the Owner may require, beyond that testing required of the manufacturer, to determine if materials provided for the Project meet the requirements of these Specifications.
- B. This work also includes all testing required by the Owner to verify work performed by the Contractor is in accordance with the requirements of these Specifications, i.e., concrete strength and slump testing, soil compaction, etc.
- C. This work does not include materials testing required in various sections of these Specifications to be performed by the manufacturer, e.g., testing of pipe.
- D. The testing laboratory or laboratories will be selected by the Owner. The testing laboratory or laboratories will work for the Owner.

**1.02 Payment for Testing Services**

- A. The cost of testing services required by the Contract to be provided by the Contractor shall be paid for by the Owner through the CASH ALLOWANCE, i.e., concrete testing, soil compaction, and asphalt testing.
- B. The cost of additional testing services not specifically required in the Specifications, but requested by the Owner or Engineer, shall be paid for by the Owner through the CASH ALLOWANCE.
- C. The cost of material testing described in various sections of these Specifications or as required in referenced standards to be provided by a material manufacturer, shall be included in the price bid for that item and shall not be paid for by the Owner.
- D. The cost of retesting any item that fails to meet the requirements of these Specifications shall be paid for by the Contractor. Retesting shall be performed by the testing laboratory working for the Owner.

**1.03 Laboratory Duties**

- A. Cooperate with the Owner, Engineer and Contractor.
- B. Provide qualified personnel promptly on notice.
- C. Perform specified inspections, sampling and testing of materials.
  - 1. Comply with specified standards, ASTM, other recognized authorities, and as specified.
  - 2. Ascertain compliance with requirements of the Contract Documents.
- D. Promptly notify the Engineer and Contractor of irregularity or deficiency of work which are observed during performance of services.
- E. Promptly submit three copies (two copies to the Engineer and one copy to the Contractor) of report of inspections and tests in addition to those additional copies required by the Contractor with the following information included:

1. Date issued
  2. Project title and number
  3. Testing laboratory name and address
  4. Name and signature of inspector
  5. Date of inspection or sampling
  6. Record of temperature and weather
  7. Date of test
  8. Identification of product and Specification section
  9. Location of Project
  10. Type of inspection or test
  11. Results of test
  12. Observations regarding compliance with the Contract Documents
- F. Perform additional services as required.
- G. The laboratory is not authorized to release, revoke, alter or enlarge on requirements of the Contract Documents, or approve or accept any portion of the Work.

#### **1.04 Contractor Responsibilities**

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

laboratory or agency, or the Engineer, and shipped to the laboratory by the Contractor at Contractor's expense.

- G. Copies of all correspondence between the Contractor and testing agencies shall be provided to the Engineer.

#### **1.05 Quality Assurance**

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

#### **1.06 Product Handling**

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

#### **1.07 Furnishing Materials**

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

#### **1.08 Code Compliance Testing**

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

#### **1.09 Contractor's Convenience Testing**

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

#### **1.10 Schedules for Testing**

##### **A. Establishing Schedule**

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

2. Provide all required time within the construction schedule.

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

- C. When the testing laboratory is ready to test according to the determined schedule, but is prevented from testing or taking specimens due to incompleteness of the Work, all extra costs for testing attributable to the delay will be back charged to the Contractor and shall not be borne by the Owner.

**1.11 Taking Specimens**

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

**1.12 Transporting Samples**

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

END OF SECTION

**Part 1 General****1.01 Barricades, Lights and Signals**

- A. The Contractor shall furnish and erect such barricades, fences, lights and danger signals and shall provide such other precautionary measures for the protection of persons or property and of the Work as necessary. Barricades shall be painted in a color that will be visible at night. From sunset to sunrise, the Contractor shall furnish and maintain at least one light at each barricade and sufficient numbers of barricades shall be erected to keep vehicles from being driven on or into any Work under construction.
- B. The Contractor will be held responsible for all damage to the Work due to failure of barricades, signs and lights and whenever evidence is found of such damage, the Contractor shall immediately remove the damaged portion and replace it at Contractor's cost and expense. The Contractor's responsibility for the maintenance of barricades, signs and lights shall not cease until the Project has been accepted by the Owner.

END OF SECTION



**Part 1 General****1.01 Scope**

Limit blowing dust caused by construction operations by applying water or employing other appropriate means or methods to maintain dust control, subject to the approval of the Owner. As a minimum, this may require the use of a water wagon twice a day to suppress dusty conditions.

**1.02 Protection of Adjacent Property**

- A. The Contractor shall visit the site and note the buildings, landscaping, roads, parking areas and other facilities near the Work site that may be damaged by their operations. The Contractor shall make adequate provision to fully protect the surrounding area and will be held fully responsible for all damages resulting from Contractor's operations.
- B. Protect all existing facilities (indoors or out) from damage by dust, fumes, spray or spills (indoors or out). Protect motors, bearings, electrical gear, instrumentation and building or other surfaces from dirt, dust, welding fumes, paint spray, spills or droppings causing wear, corrosion, malfunction, failure or defacement by enclosure, sprinkling or other dust palliatives, masking and covering, exhausting or containment.

END OF SECTION



**Part 1 General****1.01 Scope**

- A. The Contractor shall be responsible for conducting all Work in a safe manner and shall take reasonable precautions to ensure the safety and protection of workers, property and the general public. The Contractor's responsibility for protection is described in Article 25 of the General Conditions.
- B. All construction shall be conducted in accordance with the latest applicable requirements for Part 1926 of the Occupational Safety and Health Act, Safety and Health Regulations for Construction, Section 107 of the Contract Work Hours and Safety Standards Act, as well as any other local, state or federal safety codes and regulations.
- C. The Contractor shall designate a trained and qualified employee who is to be responsible for ensuring that the Work is performed safely and in conformance with all applicable regulations.
- D. The Contractor shall determine the safety hazards involved in prosecuting the Work and the precautions necessary to conduct the Work safely. If the Contractor is unsure as to any special hazards which may be unique to the various processes and facilities involved in wastewater conveyance and treatment, it shall be Contractor's responsibility to determine such information prior to beginning the Work.
- E. The Contractor shall bear all risks associated with performing the Work and shall fully indemnify and hold harmless the Owner and Engineer.

**1.02 Special Requirements**

- A. The Contractor's attention is directed to the fact that construction activities involving existing wastewater facilities and sewer systems will occasionally involve work in potentially hazardous environments in which oxygen deficient, toxic or explosive conditions may exist. Additional hazards arise from the presence of pathogens in the wastewater and sludge and from the slime and scum layer that coat walking, working and other surfaces. In dealing with these hazards, the Contractor shall take special precautions to ensure worker safety. Such precautions shall include, but are not limited to, the following, as applicable:
  - 1. Installing temporary forced air ventilation equipment and ducts for fresh air in enclosed areas.
  - 2. Using pneumatic tools and equipment instead of electric driven equipment in hazardous areas.
  - 3. Avoiding the use of cutting torches, field welding and grinders in hazardous areas.
  - 4. Cleaning and disinfecting working surfaces with hot water, high pressure washers prior to commencing work.
  - 5. Installing sealed wooden baffles or bulkheads to isolate working areas from hazardous atmospheres.

6. Providing portable oxygen meters, combustible gas detectors and hydrogen sulfide detectors to continuously monitor the atmosphere in enclosed working areas.
  7. Providing safety harnesses, safety lines and recovery crews for workers in hazardous areas.
  8. Providing self contained breathing apparatus with spare air cylinders for workers in hazardous areas.
  9. Providing dry chemical fire extinguishers and connected fire hoses in areas where a danger of fire or explosion exists.
  10. Providing adequate, oxygen equipped, first aid facilities.
  11. Providing suitable wash up areas and facilities for workers.
  12. Installing temporary lighting using explosion proof fixtures in hazardous environments.
  13. Installing approved warning and hazard signs and posting safety procedures.
  14. Instructing all workers as to the hazards present, the procedures to be followed and the proper function and use of all safety and emergency equipment furnished.
- B. Prior to commencing Work on existing facilities and equipment, the Contractor shall notify the system/facility superintendent and shall ensure that the source of electrical energy to all affected equipment is shut off and locked out at the appropriate motor control center. Local switches and pushbutton stations, where provided, shall be locked in the "off" position.
- C. Prior to entering or commencing work in a hazardous area, the Contractor shall ensure that all safety and emergency equipment is in place and in satisfactory operating condition.

END OF SECTION

**Part 1 General****1.01 Scope**

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

**1.02 Definitions**

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

**1.03 General**

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

3. Include the cost of any architectural, structural, mechanical, piping, electrical or other modifications required, and
  4. Include the cost of required additional work by the Engineer, if any, to accommodate the item.
- E. Whenever a product is identified on the Drawings or in the Specifications by reference to manufacturers or vendors names, trade names, catalog numbers, etc., it is intended only to denote the quality standard of product desired and that they do not restrict Bidders to a specific brand, make, manufacturer or specific name. These listings and citations are used only to set forth and convey to Bidders the general style, type, character and quality of product desired. Equivalent products will be acceptable, subject to the substitution provisions of this Section.

#### **1.04 Approvals**

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

#### **1.05 Substitutions and Options**

- A. No substitutions will be considered for the manufacturers listed in the Bid Form.
- B. After Notice to Proceed
1. Substitute items will be considered only if the term "equal to" precedes the names of acceptable manufacturers in the Specification.
  2. Where items are specified by referenced standard or specified as indicated in Article 1.03, Paragraph A. above, such items shall be submitted to the Engineer for review.
  3. The Contractor shall submit shop drawings on the substitute item for the Engineer's review in accordance with the Section 01340.
- C. Prior to Opening of Bids
1. No consideration or approvals will be made for products specified by a referenced standard, or specified as indicated in Article 1.02, Paragraph A. above. Such consideration may occur only after the Notice to Proceed.
  2. No consideration or approvals will be made for products being offered where the term "equal to" precedes the name of an approved product. Such substitution consideration may occur only after the Notice to Proceed.
  3. If the term "or equal" follows the names of acceptable manufacturers, then other manufacturers desiring approval as an acceptable

manufacturer may submit the product information to the Engineer for approval during the bidding phase, as indicated below. With the exception of where the phrase “no substitutions” is associated with a list of manufacturers, where a list of acceptable manufacturers is not preceded by the phrase “equal to”, the list of acceptable manufacturers shall be considered as having the phrase “or equal” following the list, and the list being subject to the “or equal” provisions of this section.

4. The manufacturer shall include the following items in its “or equal” submittal:
  - a. Descriptive literature including information on materials used, minimum design standards, standard design features, manufacturing processes and facilities, and similar information which will indicate experience and expertise in the manufacture of the product being evaluated.
  - b. Performance specifications applicable to the manufacturer's standard design which indicates the level of performance to be expected from the product.
  - c. A complete set of submittal drawings of similar products which have been completed and placed into operation.
  - d. A list of existing installations of products similar in type and size, information required to satisfy specified experience requirements, or a copy of the bond to be submitted in lieu of experience.
  - e. Evidence of technical ability of the manufacturer to design and manufacture products meeting Project requirements.
  - f. Evidence submitted shall include, as a minimum, descriptions of engineering and manufacturing staff capabilities.
  - g. A copy of the manufacturer's most recent annual business report. Include a statement comparing the present net worth of the manufacturer in comparison to the total value of all products proposed to be furnished. Net worth must exceed the total value of all products proposed.
  - h. A complete description of field service capabilities, including the location of field service facilities which would serve the proposed facility and the number and qualifications of personnel working from that location.
  - i. A complete list of all requirements of the Drawings and Specifications with which the manufacturer cannot conform, including reasons why alternate features are considered equivalent.
  - j. If descriptive literature or drawings illustrate standard products with design features or materials not in compliance with Project requirements then these exceptions must be specifically listed. Failure to do so will indicate intent by the manufacturer to modify design features and alter materials to meet Project requirements.

- 
- k. Where additional information is submitted to supplement the submittal, all changes to the list of exceptions shall be specifically noted.
  - l. All other information necessary to fully evaluate the product for consideration.
5. This "or equal" submittal shall reach the Engineer no later than 14 days prior to the Bid date. Submittals which do not include a complete list of exceptions to Project requirements, or the statement "No exceptions to the Specifications will be taken", will automatically be rejected by the Engineer. Manufacturers will be advised of approval or rejection in writing no later than 10 days prior to the Bid date. Rejected submittals may be supplemented with additional information and resubmitted no later than five days prior to the Bid date. Manufacturers making supplementary submittals will be advised of approval or rejection in writing no later than one day prior to the Bid date.
6. Bids based on products which have not received the approval of the Engineer may be determined non-responsive by the Owner and rejected.

END OF SECTION

**Part 1 General****1.01 Scope**

This Section covers the general cleaning which the Contractor shall be required to perform both during construction and before final acceptance of the Project unless otherwise shown on the Drawings or specified elsewhere in these Specifications.

**1.02 Quality Assurance**

- A. Daily, and more often if necessary, conduct inspections verifying that requirements of cleanliness are being met.
- B. In addition to the standards described in this Section, comply with all pertinent requirements of governmental agencies having jurisdiction.

**1.03 Hazardous Material and Waste**

- A. The Contractor shall handle hazardous waste and materials in accordance with applicable local, state, and federal regulations. Waste shall also be disposed of in approved landfills as applicable.
- B. The Contractor shall prevent accumulation of wastes which create hazardous conditions.
- C. Burning or burying rubbish and waste materials on the site shall not be allowed.
- D. Disposal of hazardous wastes or materials into sanitary or storm sewers shall not be allowed.

**1.04 Disposal of Surplus Materials**

Unless otherwise shown on the Drawings, specified or directed, the Contractor shall legally dispose off the site all surplus materials and equipment from demolition and shall provide suitable off site disposal site, or utilize a site designated by the Owner.

**Part 2 Products****2.01 Cleaning Materials and Equipment**

Provide all required personnel, equipment and materials needed to maintain the specified standard of cleanliness.

**2.02 Compatibility**

Use only the cleaning materials, methods and equipment which are compatible with the surface being cleaned, as recommended by the manufacturer of the material or as approved by the Engineer.

**Part 3 Execution****3.01 Progress Cleaning**

- A. General
  - 1. Do not allow the accumulation of scrap, debris, waste material and other items not required for construction of this Work.
  - 2. At least each week, and more often if necessary, completely remove all scrap, debris and waste material from the job site.
  - 3. Provide adequate storage for all items awaiting removal from the job site, observing all requirements for fire protection and protection of the environment.
- B. Site
  - 1. Daily, and more often if necessary, inspect the site and pick up all scrap, debris and waste material. Remove all such items to the place designated for their storage.
  - 2. Restack materials stored on site weekly.
  - 3. At all times maintain the site in a neat and orderly condition which meets the approval of the Engineer.

**3.02 Final Cleaning**

- A. Definitions: Unless otherwise specifically specified, "clean" for the purpose of this Article shall be interpreted as the level of cleanliness generally provided by commercial building maintenance subcontractors using commercial quality building maintenance equipment and materials.
- B. General: Prior to completion of the Work, remove from the job site all tools, surplus materials, equipment, scrap, debris and waste. Conduct final progress cleaning as described in 3.01 above.
- C. Site: Unless otherwise specifically directed by the Engineer, hose down all paved areas on the site and all public sidewalks directly adjacent to the site; rake clean other surfaces of the grounds. Completely remove all resultant debris.
- E. Post Construction Cleanup: All evidence of temporary construction facilities, haul roads, work areas, structures, foundations of temporary structures, stockpiles of excess or waste materials, or any other evidence of construction, as directed by the Engineer.
- F. Restoration of Landscape Damage: Any landscape feature damaged by the Contractor shall be restored as nearly as possible to its original condition at the Contractor's expense. The Engineer will decide what method of restoration shall be used.
- G. Timing: Schedule final cleaning as approved by the Engineer to enable the Owner to accept the Project.

**3.03            Cleaning During Owner's Occupancy**

Should the Owner occupy the Work or any portion thereof prior to its completion by the Contractor and acceptance by the Owner, responsibilities for interim and final cleaning of the occupied spaces shall be as determined by the Engineer in accordance with the Supplementary Conditions of the Contract Documents.

END OF SECTION



**Part 1 General****1.01 Project Maintenance and Warranty**

- A. Maintain and keep in good repair the Work covered by these Drawings and Specifications until acceptance by the Owner.
- B. The Contractor shall warrant for a period of one year from the date of Owner's written acceptance of certain segments of the Work and/or Owner's written final acceptance of the Project, as defined in the Contract Documents, that the completed Work is free from all defects due to faulty products or workmanship and the Contractor shall promptly make such corrections as may be necessary by reason of such defects. The Owner will give notice of observed defects with reasonable promptness. In the event that the Contractor should fail to make such repairs, adjustments or other work that may be made necessary by such defects, the Owner may do so and charge the Contractor the cost thereby incurred. The Performance Bond shall remain in full force and effect throughout the warranty period.
- C. The Contractor shall not be obligated to make replacements which become necessary because of ordinary wear and tear, or as a result of improper operation or maintenance, or as a result of improper work or damage by another Contractor or the Owner, or to perform any work which is normally performed by a maintenance crew during operation.
- D. In the event of multiple failures of major consequences prior to the expiration of the one year warranty described above, the affected unit shall be disassembled, inspected and modified or replaced as necessary to prevent further occurrences. All related components which may have been damaged or rendered non serviceable as a consequence of the failure shall be replaced. A new 12 month warranty against defective or deficient design, workmanship, and materials shall commence on the day that the item is reassembled and placed back into operation. As used herein, multiple failure shall be interpreted to mean two or more successive failures of the same kind in the same item or failures of the same kind in two or more items. Major failures may include, but are not limited to, cracked or broken housings, piping, or vessels, excessive deflections, bent or broken shafts, broken or chipped gear teeth, premature bearing failure, excessive wear or excessive leakage around seals. Failures which are directly and clearly traceable to operator abuse, such as operations in conflict with published operating procedures or improper maintenance, such as substitution of unauthorized replacement parts, use of incorrect lubricants or chemicals, flagrant over or under lubrication and using maintenance procedures not conforming with published maintenance instructions, shall be exempted from the scope of the one year warranty. Should multiple failures occur in a given item, all products of the same size and type shall be disassembled, inspected, modified or replaced as necessary and rewarranted for one year.
- F. The Contractor shall, at Contractor's own expense, furnish all labor, materials, tools and equipment required and shall make such repairs and removals and shall perform such work or reconstruction as may be made necessary by any structural or functional defect or failure resulting from neglect, faulty workmanship or faulty materials, in any part of the Work performed by the Contractor. Such repair shall also include refilling of trenches, excavations or embankments which show settlement or erosion after backfilling or placement.

- 
- G. Except as noted on the Drawings or as specified, all structures such as embankments and fences shall be returned to their original condition prior to the completion of the Contract. Any and all damage to any facility not designated for removal, resulting from the Contractor's operations, shall be promptly repaired by the Contractor at no cost to the Owner.
- H. The Contractor shall be responsible for all road and entrance reconstruction and repairs and maintenance of same for a period of one year from the date of final acceptance. In the event the repairs and maintenance are not made immediately and it becomes necessary for the owner of the road to make such repairs, the Contractor shall reimburse the owner of the road for the cost of such repairs.
- I. In the event the Contractor fails to proceed to remedy the defects upon notification within 15 days of the date of such notice, the Owner reserves the right to cause the required materials to be procured and the work to be done, as described in the Drawings and Specifications, and to hold the Contractor and the sureties on Contractor's bond liable for the cost and expense thereof.
- J. Notice to Contractor for repairs and reconstruction will be made in the form of a registered letter addressed to the Contractor at Contractor's home office.
- K. Neither the foregoing paragraphs nor any provision in the Contract Documents, nor any special guarantee time limit implies any limitation of the Contractor's liability within the law of the place of construction.

END OF SECTION

**Part 1 General****1.01 Scope**

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

**1.02 Quality Assurance**

- A. The Contractor shall comply with applicable codes, ordinances, rules, regulations and laws of local, municipal, state or federal authorities having jurisdiction over the Project. All required permits of a temporary nature shall be obtained for construction operations by the Contractor.
- B. Open burning, if allowed, shall first be permitted by the local authority having jurisdiction. The Contractor shall notify the local fire department and abide by fire department restrictions.

**1.03 Job Conditions**

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

**Part 2 Products****2.01 Equipment**

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

**Part 3 Execution****3.01 Scheduling of Clearing**

- A. The Contractor shall clear at each construction site only that length of the right-of-way, permanent or construction easement which would be the equivalent of two week's pipe laying. This length shall be determined from the Contractor's Progress Schedule.
- B. The Engineer may permit clearing for additional lengths of the pipe line provided that temporary erosion and sedimentation controls are in place and a satisfactory stand of temporary grass is established. Should a satisfactory stand of grass not be possible, no additional clearing shall be permitted beyond that specified above.

- C. A satisfactory stand of grass shall have no bare spots larger than one square yard. Bare spots shall be scattered and the bare area shall not comprise more than one percent of any given area.

### **3.02 Clearing and Grubbing**

- A. Clear and grub no more than 3 feet on each side of the pipeline before excavating. Remove all trees, growth, debris, stumps and other objectionable matter. Clear the construction easement or road right-of-way only if necessary.
- B. Materials to be cleared, grubbed and removed from the Project site include, but are not limited to, all trees, stumps, roots, brush, trash, organic matter, paving, miscellaneous structures, houses, debris and abandoned utilities.
- C. Grubbing shall consist of completely removing roots, stumps, trash and other debris from all graded areas so that topsoil is free of roots and debris. Topsoil is to be left sufficiently clean so that further picking and raking will not be required.
- D. All stumps, roots, foundations and planking embedded in the ground shall be removed and disposed of. Piling and butts of utility poles shall be removed to a minimum depth of two feet below the limits of excavation for structures, trenches and roadways or two feet below finish grade, whichever is lower.
- E. Landscaping features shall include, but are not necessarily limited to, fences, cultivated trees, cultivated shrubbery, property corners, man-made improvements, subdivision and other signs within the right-of-way and easement. The Contractor shall take extreme care in moving landscape features and promptly re-establishing these features.
- F. Surface rocks and boulders shall be grubbed from the soil and removed from the site if not suitable as rip rap.
- G. Where the tree limbs interfere with utility wires, or where the trees to be felled are in close proximity to utility wires, the tree shall be taken down in sections to eliminate the possibility of damage to the utility.
- H. Any work pertaining to utility poles shall comply with the requirements of the appropriate utility.
- I. All fences adjoining any excavation or embankment that, in the Contractor's opinion, may be damaged or buried, shall be carefully removed, stored and replaced. Any fencing that, in the Engineer's opinion, is significantly damaged shall be replaced with new fence material.
- J. The Contractor shall exercise special precautions for the protection and preservation of trees, cultivated shrubs, sod, fences, etc. situated within the limits of the construction area but not directly within excavation and/or fill limits. The Contractor shall be held liable for any damage the Contractor's operations have inflicted on such property.
- K. The Contractor shall be responsible for repairs and/or replacement of all damages to existing improvements resulting from Contractor's operations.

**3.03 Disposal of Debris**

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

END OF SECTION



**Part 1 General****1.01 Scope**

- A. The Work specified in this Section consists of providing and maintaining temporary and permanent erosion and sedimentation controls as shown on the Drawings. This Section also specifies the subsequent removal of temporary erosion and sedimentation controls.
- B. Temporary and permanent erosion and sedimentation controls include grassing and mulching of disturbed areas and structural barriers at those locations which will ensure that erosion during construction will be maintained within acceptable limits. Acceptable limits are as established by the Georgia Erosion and Sedimentation Control Act of 1975, as amended, Section 402 of the Federal Clean Water Act, and applicable codes, ordinances, rules, regulations, and laws of local, state, and municipal authorities having jurisdiction.
- C. Land disturbance activity shall not commence until the Land Disturbance Permit has been issued.

**1.02 Submittals**

Submit product data in accordance with the requirements of Section 01340 of these Specifications.

**1.03 Quality Assurance**

- A. The temporary and permanent erosion and sedimentation control measures shown on the Drawings are minimum suggested requirements. Any additional erosion and sedimentation control measures required by the Contractor's means, methods, techniques, and sequence of operation will be installed by the Contractor at no additional cost to the Owner.
- B. Perform all Work under this Section in accordance with all pertinent rules and regulations including, but not necessarily limited to, those stated in these Specifications. Where provisions of pertinent rules and regulations conflict with these Specifications the more stringent provisions shall govern.
- C. Provide all materials and promptly take all actions necessary to achieve effective erosion and sedimentation control in accordance with the Georgia Erosion and Sedimentation Control Act of 1975 as amended (OCGA §12-7-1, et. seq.), local ordinances, other permits, local enforcing agency guidelines, and these Specifications.
- D. Basic Principles:
  - 1. Coordinate the land disturbance activities to fit the topography, soil types, and conditions.
  - 2. Minimize the disturbed area and the duration of exposure to erosive elements.
  - 3. Provide temporary or permanent stabilization to disturbed areas immediately after rough grading is complete.
  - 4. Safely convey run-off from the site to a stable outlet to prevent flooding and damage to downstream facilities resulting from increased runoff from the site.

5. Retain sediment on-site that was generated on-site.
  6. Minimize encroachment upon watercourses.
- E. Implementation:
1. The Contractor is solely responsible for the control of erosion within the Project site and the prevention of sedimentation from leaving the Project site or entering waterways.
  2. The Contractor shall install temporary and permanent erosion and sedimentation controls which will ensure that runoff from the disturbed area of the Project site shall pass through a filter system before exiting the Project site.
  3. The Contractor shall provide temporary and permanent erosion and sedimentation control measures to prevent silt and sediment from entering the waterways and designated wetland areas. The Contractor shall maintain an undisturbed vegetative buffer a minimum of 25 feet from the top of the bank.
  4. The Contractor shall limit land disturbance activity to those areas shown on the Drawings.
  5. The Contractor shall maintain erosion and sedimentation control measures within disturbed areas on the entire site at no additional cost to the Owner until the final acceptance of the Project. Maintenance shall include mulching, re-seeding, clean-out of sediment barriers and sediment ponds, replacement of washed-out or undermined rip rap and erosion control materials, to the satisfaction of the Owner and Engineer.
  6. All fines imposed for improper erosion and sedimentation control shall be paid by the Contractor.

## Part 2 Products

### 2.01 Sediment Barrier

- A. Silt Fence:
1. Type A silt fence shall meet the requirements of Section 171 of the Georgia Department of Transportation Standard Specifications, latest edition.
  2. Type C Silt Fence is a combination of Type A silt Fence with woven wire reinforcement. Type C Silt Fence reinforcement shall meet the requirements of Section 171 of Georgia D.O.T. Specifications.
  3. Silt fence fabric shall be an approved product on the Georgia DOT Qualified Product List No. 36, latest edition.
- B. Hay Bales: Hay bales shall be clean, seed-free cereal hay, rectangular in shape, and contain five cubic feet or more of material.
- C. Concrete Blocks: Concrete blocks shall be hollow, non-load-bearing type.

**2.02 Construction Exit Stone**

Use sound, tough, durable stone resistant to the action of air and water. Slabby or shaley pieces will not be acceptable. Aggregate size shall be in accordance with the National Stone Association Size R-2 (1.5 to 3.5-inch stone) or Type 3 rip rap stone conforming to Section 805.01 of the Georgia Department of Transportation Standard Specifications.

**2.04 Rip Rap**

- A. Stone Rip Rap: Use sound, tough, durable stones resistant to the action of air and unless noted otherwise, stone rip rap shall be Type 1.
  - 1. Type 1 Rip Rap: Rip rap size and gradation shall conform to Section 805.01 of the Georgia Department of Transportation Standard Specification for Type 1 Stone Dumped Rip Rap.
  - 2. Type 3 Rip Rap: Rip rap size and gradation shall conform to Section 805.01 of the Georgia Department of Transportation Standard Specifications for Type 3 Stone Dumped Rip Rap.
- B. Sand Cement Bag Rip Rap: Sand cement bag rip rap shall conform to the Georgia Department of Transportation Standard Specifications, Section 603.

**2.05 Plastic Filter Fabric**

- A. Plastic filter fabric shall conform to the Georgia Department of Transportation Standard Specifications, Section 881, for filter fabrics.
- B. Plastic filter fabric shall be an approved product on the Georgia Department of Transportation Qualified Product List No. 28, latest edition.

**2.06 Grassing**

- A. Grassing materials shall meet the requirements of the Georgia Department of Transportation Standard Specifications, latest edition; as shown in the table:

Material	Section No.
Topsoil	893.01
Seed and Sod	890
Fertilizer	891.01
Agricultural Lime	882.02
Mulch	893.02
Inoculants	893.04

- B. Seed species shall be provided as shown on the Drawings.
- C. Mulch Binder: Mulch on slopes exceeding 3 (horizontal) to 1 (vertical) shall be held in place by the use of a mulch binder, as approved by the Engineer. The mulch binder shall be non-toxic to plant and animal life and shall be approved by the Engineer.
- D. Water: Water shall be free of excess and harmful chemicals, organisms, and substances which may be harmful to plant growth or obnoxious to traffic. Salt or brackish water shall not be used. Water shall be furnished by the Contractor.

**Part 3 Execution****3.01 General**

- A. Temporary and permanent erosion and sedimentation control measures shall prevent erosion and prevent sediment from exiting the site. If, in the opinion of the Owner, Engineer, or state inspector, the Contractor's temporary erosion and sedimentation control measures are inadequate, the Contractor shall provide additional maintenance for existing measures or additional devices to control erosion and sedimentation on the site at no additional cost to the Owner.
- B. All erosion and sedimentation control devices and structures shall be inspected by the Contractor at least once a week and immediately after each rainfall occurrence. Any device or structure found to be damaged shall be repaired or replaced by the end of the day.
- C. All erosion and sedimentation control measures and devices shall be constructed and maintained as indicated on the Drawings or specified herein until adequate permanent disturbed area stabilization has been provided and accepted by the Engineer. Once adequate permanent stabilization has been provided and accepted by the Engineer, all temporary erosion and sedimentation control structures and devices shall be removed.

**3.02 Sediment Control**

- A. Construction Exit:
  - 1. Construction exit(s) shall be placed as shown on the Drawings and as directed by the Engineer. A construction exit shall be located at any point traffic will be leaving a disturbed area to a public right-of-way, street, alley, sidewalk, or parking area.
  - 2. Placement of Construction Exit Material: The ground surface upon which the construction exit material is to be placed shall be prepared to a smooth condition free from obstructions, depressions or debris. The plastic filter fabric shall be placed to provide a minimum number of overlaps and a minimum width of one foot of overlap at each joint. The stone shall be placed with its top elevation conforming to the surrounding ground elevations. The stone shall be dropped from no more than a three feet height during construction.
  - 3. Construction Exit Maintenance: The Contractor shall regularly maintain the exit with the top dressing of stone to prevent tracking or flow of soil onto public rights-of-way and paved surfaces as directed by the Engineer.
  - 4. Construction Exit Removal: Construction exit(s) shall be removed and properly disposed of when the disturbed area has been properly stabilized, the tracking or flow of soil onto public rights-of-way or paved surfaces has ceased and as directed by the Engineer.
- B. Sediment Barriers:

1. Sediment barriers shall include, but are not necessarily limited to, silt fences, hay bales, and any device which prevents sediment from exiting the disturbed area.
  2. Silt fences and hay bales shall not be used in any flowing stream, creek, or river.
  3. Sediment barriers shall be installed as shown on the Drawings and as directed by the Owner or Engineer.
  4. Sediment barriers shall be maintained to ensure the depth of impounded sediment is no more than one-half of the original height of the barrier or as directed by the Engineer. Torn, damaged, destroyed, or washed-out barriers shall be repaired, reinforced, or replaced with new material and installed as shown on the Drawings and as directed by the Owner or Engineer.
  5. Accumulated sediment shall be removed from the barrier and replaced and stabilized on-site as directed by the Owner or Engineer.
  6. Sediment barrier shall be removed once the disturbed area has been stabilized with a permanent vegetative cover and the sediment barrier is no longer required as directed by the Engineer.
  7. All non-biodegradable parts of the barrier shall be disposed of properly.
  8. The disturbed area created by barrier removal shall be permanently stabilized.
- C. Sediment Boxes: All inlet grates shall be covered with sediment boxes during grading operations and shall remain so covered until all open areas are permanently stabilized against erosion.

### 3.03 Erosion Control

- A. Rip Rap
1. Rip rap shall be placed as shown on the Drawings and as directed by the Engineer. Rip rap shall be placed at all points where natural vegetation is disturbed on the banks of active streams. Compact backfill and place rip rap to prevent subsequent settlement and erosion. This requirement applies equally to construction alongside a stream as well as crossing a stream or drainage ditch.
  2. When trenching across a stream or drainage ditch, place rip rap over the entire disturbed area upstream and downstream of the trench excavation. Place rip rap across creek bottom, across creek banks, and extend rip rap placement five feet beyond the top of each creek bank.
  3. Preparation of Foundations: The ground surface upon which the rip rap is to be placed shall be brought to the correct lines and grades before placement is commenced. Where filling of depressions is required, the new material shall be compacted with hand or mechanical tampers. Unless at creek banks or otherwise shown or specified, rip rap shall begin in a toe ditch constructed in original ground around the toe of the fill or the cut slope. The toe ditch shall be two feet deep in original ground, and the side next to the fill or cut shall have that same slope. After the rip

rap is placed, the toe ditch shall be backfilled and the excess dirt spread neatly on the site.

4. Placement of Plastic Filter Fabric:
  - a. Plastic filter fabric shall be placed under all rip rap unless shown or specified otherwise.
  - b. Filter fabric shall not be placed under rip rap on stream or drainage ditch crossings.
  - c. The surface to receive filter fabric shall be prepared to a smooth condition free from obstructions, depressions, and debris. The filter fabric shall be installed with the long dimension running up the slope and shall be placed to provide a minimum number of overlaps. The fabric shall be placed to provide a minimum width of one foot of overlap at each joint. The fabric shall be placed so that the upstream strip overlaps the downstream strip. The fabric shall be anchored in place with securing pins of the type recommended by the fabric manufacturer. Pins shall be placed on or within 3-inches of the centerline of the overlap. The fabric shall be placed loosely to avoid stretching and tearing during placement of the stone. The fabric shall be protected at all times during construction from clogging due to clay, silts, chemicals, or other contaminants. Contaminated fabric or fabric damaged during installation or during placement of rip rap shall be removed and replaced with uncontaminated and undamaged fabric at no additional cost to the Owner.
5. Placement of Rip Rap: Rip rap shall be placed on a 6-inch layer of soil, crushed stone or sand overlaying the filter fabric. Rip rap shall be placed with its top elevation conforming with the finished grade or the natural existing slope of the stream bank and stream bottom. The stone shall be dropped from no more than a three foot height during construction. Stone rip rap shall be placed to provide a uniform surface to the thickness shown on the Drawings. The thickness tolerance for the course shall be -3 inches and +6 inches.

B. Grassing:

1. Temporary Stabilization: Temporary stabilization shall be provided as shown on the Drawings and conforming to these Specifications to control erosion on the site. Temporary stabilization shall be provided to any area that will not receive permanent stabilization within the next 14 calendar days. Partial payment requests may be withheld for those portions of the Project not complying with this requirement.
2. Permanent Stabilization:
  - a. Permanent stabilization shall be provided as shown on the Drawings and conforming to these Specifications to control erosion on the site. Permanent stabilization shall be provided to all areas of land disturbance within seven calendar days of the completion of land disturbance for any area greater than 0.25 acre.
  - b. Where permanent stabilization cannot be immediately established because of an inappropriate season, the Contractor

shall provide temporary stabilization. The Contractor shall return to the site at the appropriate season to provide permanent stabilization in areas that received only temporary stabilization.

3. Grassing shall meet the requirements of Section 700 of the Georgia Department of Transportation Standard Specifications, latest edition, unless specified otherwise.
4. Seed rate, fertilization and other requirements shall be provided as shown on the Drawings.

**3.04 Clean-Up**

- A. Dispose of all excess erosion and sedimentation control materials in a manner satisfactory to the Owner and Engineer.
- B. Final clean-up shall be performed in accordance with the requirements of these Specifications and to the satisfaction of the Owner and Engineer.

END OF SECTION



**Part 1 General****1.01 Scope**

- A. The extent of pavement patching consists of the repair of all pavement removed or damaged in the course of constructing the Project.
- B. Pavement patching includes repair of paved roads, streets, highways, walkways, driveways, patios, slabs on grade, and parking lots together with walls, curbing, gutters and headers, and other pavements and appurtenances. Pavement referred to under this Section, refers to asphaltic, cementious, brick, cobble or other large stone pavement materials together with underlying construction, irrespective of its composition.

**1.02 Job Conditions**

- A. Traffic Control: Schedule and conduct Work in a manner which will minimize inconvenience to vehicular and pedestrian traffic. Provide flaggers, barricades, warning signs, warning lights, and other warning means as appropriate.
- B. Weather Limitations: Conduct all operations during weather conditions appropriate to the Work being performed.
- C. Grade Control: Establish and maintain lines and elevations which will assure finished pavement patch having desirable appearance, function and strength.

**1.03 Submittals**

Submit detailed material descriptions when requested by the Engineer.

**Part 2 Products****2.01 Materials**

- A. General: For products not described below, use materials and gradations which have locally exhibited a satisfactory record of previous usage, and which for finished visible surfaces will permit obtaining appearance, color and texture reasonably matching remaining adjacent pavement of the same type.
- B. Asphalt Concrete: Bituminous plant mixture of asphalt cement and aggregates complying with Type E or F hot plant mix of Section 828 of the Georgia Department of Transportation "Standard Specifications for Road and Bridge Constructions".
- C. Graded Aggregate Base: Uniform graded aggregate material complying with Section 815 of the Georgia Department of Transportation "Standard Specifications for Road and Bridge Construction".
- D. Bituminous Prime: Cutback asphalt complying with Section 821 of the Georgia Department of Transportation "Standard Specifications for Road and Bridge Construction".
- E. Bituminous Tack Coat: Asphalt material complying with Section 413, topics 413.01 through 413.04 of the Georgia Department of Transportation "Standard Specifications for Road and Bridge Construction".

- F. Portland Cement Concrete: Concrete mix of Portland cement, aggregates, water, and air entraining admixture to produce the following properties: 3500 psi minimum compressive strength at 28 days per ASTM C39, 4 inches maximum slump per ASTM C143, and air content between 3% and 6%.
- G. Cold Mix: Uniform bituminous mixture of aggregate, asphaltic material and, if it is required, mineral filler complying with Type E or F cold mix of Section 401 of the Georgia Department of Transportation "Standard Specifications for Road and Bridge Construction".

### Part 3 Execution

#### 3.01 Pavement Cuts

Saw cut trench edges in paved areas to neat, straight lines before starting to break the pavement slab. Completely backfill the open half before opening the other half of pavement.

#### 3.02 Backfill Placement

Place trench backfill materials in layers not more than six inches compacted thickness. Commence backfill immediately after utility is installed. Complete new replacement base construction immediately after trench backfill.

#### 3.03 Inspection

Examine areas and conditions under which pavement patching will be conducted, giving special attention to stability of subbase. Do not proceed with pavement patching work until unsatisfactory conditions have been corrected.

#### 3.04 Preparation

Saw cut any ragged edges of existing pavement, or in the case of concrete work, remove existing pavement to nearest joint. Remove all loose material from underlying and adjacent surfaces.

#### 3.05 Strength and Stability

Use materials and construction techniques as necessary to obtain strength, stability and durability of pavement patch at least equal to that of remaining adjacent pavement of the same type. As a minimum, conform with pavement patch details, if any, required elsewhere by the Contract Documents; and where such details are not provided, accomplish pavement patching utilizing strengths, thicknesses, etc. not less than that of remaining adjacent pavement of the same type.

#### 3.06 Placing

- A. Construct pavement using methods and equipment in general use for the type of work being performed.
- B. Immediately after new base construction, cover pavement cut with steel plates or similar devices of sufficient thickness to span the cut without noticeable deflection. Maintain plates in place for not less than 24 hours and not more than 7 days and until the concrete base (if used) has gained sufficient strength to withstand traffic loads. Traffic may resume after installation of metal plates.

- C. Upon removal of the metal plates or similar devices, provide new pavement surface in accordance with one of the following options:
1. Immediately apply new permanent pavement surface materials indicated or
  2. Immediately apply bituminous cold mixture over bond breaker paper over new base. Monitor performance and repair or replace materials regularly to maintain smooth traffic surface until placement of permanent pavement surface materials. At Contractor's time selection prior to substantial completion, remove cold mix and bond breaker paper and provide new permanent pavement surface materials. If performance or maintenance of cold mix patch is unsatisfactory in the opinion of the Owner or Engineer, remove materials and provide new permanent pavement surface materials within 72 hours of notice by the Owner or Engineer.
- D. Traffic control devices in lieu of cover plates are permitted for pavement patching longitudinal to the street centerline in excess of 20 feet. Use traffic barricades, warning signs and lights, flagmen, and other means as appropriate to continuously control traffic 24 hours per day. Use devices such that at least 12 feet wide, one-way through traffic access is provided at all times. Upon removal of traffic control devices, install permanent pavement surface.
- E. Contractor assumes all responsibility for maintaining repairing and or replacing concrete base that may be damaged during curing period.
- F. For existing surface of Portland cement concrete, furnish new Portland cement concrete structure thickness, including base and pavement surface, of not less than eight inches; except for driveways and sidewalks which shall be not less than four inches thick.
- G. Provide not less than eight inches thickness of new graded aggregate base for replacement of asphalt concrete pavement at driveways, sidewalks and parking lots.
- H. For repair of asphalt concrete pavement, clean base and adjacent surfaces and apply bituminous tack coat or bituminous prime (as appropriate) to such surfaces before placing new asphalt concrete surface.

### **3.07 Finish**

- A. Accomplish pavement patching using materials and techniques which result in visible, finished surfaces having appearance, color, and texture reasonably matching remaining adjacent pavement of the same type. Do not permit the finished surface to have dips, objectionable roughness or discontinuity or non-draining areas. Do not create any unsafe pavement condition.

### **3.08 Repairs**

- A. If pavement patch or adjacent pavement settles or shows evidence of other distress resulting from the Work, cut pavement out, repair subgrade, and reconstruct patch. Do not place additional pavement material on top of unsatisfactory previously repaired surfaces. At expense of Contractor, repair any pavement which he damages beyond that minimum amount necessary to construct the Work.

END OF SECTION



**Part 1 General****1.01 Scope**

The work to be performed under this Section shall consist of removing and replacing existing pavement, sidewalks and curbs in paved areas where necessary for construction of water lines / sewers, manholes and all other water and sewer appurtenances and structures.

**1.02 Submittals**

- A. Certificates: Provide certificates stating that materials supplied comply with Specifications. Certificates shall be signed by the asphalt producer and the Contractor.
- B. Traffic paint manufacturer's application instructions and a description and other data relative to the Contractor's application equipment and methods shall be submitted to the Engineer for approval.

**1.03 Conditions**

- A. Weather Limitations
  - 1. Apply bituminous prime and tack coats only when the ambient temperature has been at least 55 degrees F for 12 hours immediately prior to application.
  - 2. Do not conduct paving operations when surface is wet or contains excess of moisture which would prevent uniform distribution and required penetration.
  - 3. Construct asphaltic courses only when atmospheric temperature in the shade is above 40 degrees F, when the underlying base is dry and when weather is not rainy.
  - 4. Place base course when air temperature is above 35 degrees F and rising.
- B. Grade Control: Establish and maintain the required lines and grades for each course during construction operations.

**Part 2 Products****2.01 Materials and Construction**

- A. Graded Aggregate Base Course: Graded aggregate base course shall be of uniform quality throughout and shall meet the requirements of Section 815.01 of the Georgia Department of Transportation Standard Specifications.
- B. Black Base: Black base course shall be of uniform quality throughout and shall conform to the requirements of Section 828 of the Georgia Department of Transportation Standard Specifications.

- C. Binder Course: The binder course of all paved roadways shall conform to the requirements of Section 400, Type "B" of the Georgia Department of Transportation Standard Specifications.
- D. Surface Course: The surface course for all pavement, including prime or tack coat when required by the Engineer, shall conform to the requirements of Section 400, Type "E" of the Georgia Department of Transportation Standard Specifications.
- E. Concrete: Provide concrete and reinforcing for concrete pavement or base courses in accordance with the requirements of the Georgia Department of Transportation Standard Specifications, Section 430. Concrete shall be of the strength classifications shown on the Drawings.
- F. Special Surfaces: Where driveways or roadways are disturbed or damaged which are constructed of specialty type surfaces, e.g., brick or stone, these driveways and roadways shall be restored utilizing similar, if not original, materials. Where the nature of these surfaces dictate, a specialty contractor shall be used to restore the surfaces to their previous or better condition. Special surfaces shall be removed and replaced to the limits to which they were disturbed.

## 2.02 Types of Pavements

- A. General: All existing pavement removed, destroyed or damaged by construction shall be replaced with the same type and thickness of pavement as that existing prior to construction, unless otherwise directed by the Engineer. Materials, equipment and construction methods used for paving work shall conform to the Georgia Department of Transportation specifications applicable to the particular type required for replacement, repair or new pavements.
- B. Aggregate Base: Aggregate base shall be constructed in accordance with the requirements of Section 310 of the Georgia Department of Transportation Standard Specifications. The maximum thickness to be laid in a single course shall be 6-inches compacted. If the design thickness of the base is more than 6-inches, it shall be constructed in two or more courses of approximate equal thickness. After the material placed has been shaped to line, grade and cross-section, it shall be rolled until the course has been uniformly compacted to at least 100 percent of the maximum dry density when Group 2 aggregate is used, or to at least 98 percent of maximum dry density when Group 1 aggregate is used.
- C. Concrete Pavement: Concrete pavement or base courses shall be replaced with concrete. The surface finish of the replaced concrete pavement shall conform to that of the existing pavement. The surface of the replaced concrete base course shall be left rough. The slab depth shall be equivalent to the existing concrete pavement or base course, but in no case less than 6-inches thick. Transverse and longitudinal joints removed from concrete pavement shall be replaced at the same locations and to the same types and dimensions as those removed. Concrete pavements or concrete base courses shall be reinforced.
- D. Asphaltic Concrete Base, Binder and Surface Course: Asphaltic concrete base, binder and surface course construction shall conform to Georgia Department of Transportation Standard Specifications, Section 400. The pavement mixture

shall not be spread until the designated surface has been previously cleaned and prepared, is intact, firm, properly cured, dry and the tack coat has been applied. Apply and compact the base in maximum layer thickness by asphalt spreader equipment of design and operation approved by the Engineer. After compaction, the black base shall be smooth and true to established profiles and sections. Apply and compact [binder and] the surface course in a manner approved by the Engineer. Immediately correct any high, low or defective areas by cutting out the course, replacing with fresh hot mix, and immediately compacting to conform and thoroughly bond to the surrounding area.

- E. Surface Treatment Pavement: Bituminous penetration surface treatment pavement shall be replaced with a minimum thickness of 1-inch conforming to Section 424, Georgia Department of Transportation Standard Specifications.
- F. Gravel Surfaces: Existing gravel road, drive and parking area replacement shall meet the requirements of graded aggregate base course. This surfacing may be authorized by the Engineer as a temporary surface for paved streets until replacement of hard surfaced pavement is authorized.
- G. Temporary Measures: During the time period between pavement removal and complete replacement of permanent pavement, maintain highways, streets and roadways by the use of steel running plates anchored to prevent movement. The backfill above the pipe shall be compacted, as specified in Section 02225 of these Specifications, up to the existing pavement surface to provide support for the steel running plates. All pavement shall be replaced within seven calendar days of its removal.

### **Part 3 Execution**

#### **3.01 Locations for Pavement Replacement**

Pavement shall be removed and replaced with similar type and thickness as the original pavement, for the entire length of pipe laying and up to required trench width as per details shown on drawings.

#### **3.02 Removing Pavement**

- A. General: Remove existing pavement as necessary for installing the pipe line and appurtenances.
- B. Marking: Before removing any pavement, mark the pavement neatly paralleling pipe lines and existing street lines. Space the marks the width of the trench.
- C. Breaking: Break asphalt pavement along the marks using pavement shearing equipment, jack hammers or other suitable tools. Break concrete pavement along the marks by scoring with a rotary saw and breaking below the score by the use of jack hammers or other suitable tools.
- D. Machine Pulling: Do not pull pavement with machines until the pavement is completely broken and separated from pavement to remain.
- E. Damage to Adjacent Pavement: Do not disturb or damage the adjacent pavement. If the adjacent pavement is disturbed or damaged, remove and replace the damaged pavement.

- F. Sidewalk: Remove and replace any sidewalks disturbed by construction for their full width and to the nearest undisturbed joint.
- G. Curbs: Tunnel under or remove and replace any curb disturbed by construction to the nearest undisturbed joint.

### **3.03 Replacing Pavement**

- A. Preparation of Subgrade: Upon completion of backfilling and compaction of the backfill, arrange to have the compaction tested by an independent testing laboratory approved by the Engineer. After compaction testing has been satisfactorily completed, replace all pavements, sidewalks and curbs removed.
  - 1. The existing street pavement or surface shall be removed along the lines of the work for the allowable width specified for the trench or structure. After the installation of the sewerage or water works facilities and after the backfill has been compacted suitably, the additional width of pavement to be removed, as shown on the Drawings, shall be done immediately prior to replacing the pavement.
  - 2. Trench backfill shall be compacted for the full depth of the trench as specified in Section 02225 of these Specifications.
  - 3. Temporary trench backfill along streets and driveways shall include 6-inches of crushed stone or cherty clay as a temporary surfacing of the trenches. This temporary surface shall be maintained carefully at grade and dust-free by the Contractor until the backfill of the trench has thoroughly compacted in the opinion of the Engineer and permission is granted to replace the street pavement.
  - 4. When temporary crushed stone or chert surface is considered by the Engineer to be sufficient surface for gravel pavement, the surface shall be graded smooth and to an elevation that will make the final permanent surfacing level with the adjacent surfacing that was undisturbed.
- B. Pavement Replacement
  - 1. Prior to replacing pavement, make a final cut in concrete pavement 12-inches back from the edge of the damaged pavement with a concrete saw. Remove asphalt pavement 12-inches back from the edge of the damaged pavement using pavement shearing equipment, jack hammers or other suitable tools.
  - 2. Replace all street and roadway pavement as shown on the Drawings. Replace driveways, sidewalks and curbs with the same material, to nearest existing undisturbed construction joint and to the same dimensions as those existing.
  - 3. If the temporary crushed stone or chert surface is to be replaced, the top 6-inches shall be removed and the crushed stone surfacing for unpaved streets or the base for the bituminous surface shall be placed.

4. Following this preparation, the chert or crushed stone base shall be primed with a suitable bituminous material and surfaced with the proper type of bituminous surface treatment.
5. Where the paved surface is to be replaced with asphaltic concrete pavement, concrete pavement or with a concrete base and a surface course, the temporary chert or crushed stone surface and any necessary backfill material, additional existing paving and new excavation shall be removed to the depth and width shown on the Drawings. All edges of the existing pavement shall be cut to a straight, vertical edge. Care shall be used to get a smooth joint between the old and new pavement and to produce an even surface on the completed street. Concrete base slabs and crushed stone bases, if required, shall be placed and allowed to cure for three days before bituminous concrete surface courses are applied. Expansion joints, where applicable, shall be replaced in a manner equal to the original joint.
6. Where driveways or roadways, constructed of specialty type surfaces, e.g., brick or stone are disturbed or damaged, these driveways and roadways shall be restored utilizing similar materials. Where the nature of these surfaces dictate, a specialty contractor shall be used to restore the surfaces to their previous or better condition. Special surfaces shall be removed and replaced to the limits to which they were disturbed.

C. Pavement Resurfacing

1. Certain areas to be resurfaced are specified or noted on the Drawings. Where pavement to be resurfaced has been damaged with potholes, the Contractor shall remove all existing loose pavement material and fill the hole with black base, as specified, to the level of the existing pavement. After all pipe line installations are complete and existing pavement has been removed and replaced along the trench route, apply tack coat and surface course as specified.
2. Resurfacing limits shall be perpendicular to the road centerline. The limits of resurfacing shall be 10 feet beyond the edge of the pavement replacement on the main road being resurfaced, and to the point of tangency of the pavement on the side streets.

- D. Pavement Striping: Pavement striping removed or paved over shall be replaced with the same type, dimension and material as original unless directed otherwise by the Engineer.

**3.04 Sidewalk and Curb Replacement**

A. Construction

1. All concrete sidewalks and curbs shall be replaced with concrete.
2. Preformed joints shall be 1/2-inch thick, conforming to the latest edition of AASHTO M59 for sidewalks and AASHTO M 123 for curbs.

3. Forms for sidewalks shall be of wood or metal, shall be straight and free from warp, and shall be of sufficient strength, when in place, to hold the concrete true to line and grade without springing or distorting.
  4. Forms for curbs shall be metal and of an approved section. They shall be straight and free from distortions, showing no vertical variation greater than 1/8-inch in 10 feet and no lateral variation greater than 1/4-inch in 10 feet from the true plain surface on the vertical face of the form. Forms shall be of the full depth of the structure and constructed such to permit the inside forms to be securely fastened to the outside forms.
  5. Securely hold forms in place true to the lines and grades indicated on the Drawings.
  6. Wood forms may be used on sharp turns and for special sections, as approved by the Engineer. Where wooden forms are used, they shall be free from warp and shall be the nominal depth of the structure.
  7. All mortar and dirt shall be removed from forms and all forms shall be thoroughly oiled or wetted before any concrete is deposited.
- B. When a section is removed, the existing sidewalk or curb shall be cut to a neat line, perpendicular to both the centerline and the surface of the concrete slab. Existing concrete shall be cut along the nearest existing construction joints; if such joints do not exist, the cut shall be made at minimum distances shown on the Drawings.
- C. Existing concrete sidewalks and curbs that have been cut and removed for construction purposes shall be replaced with the same width and surface as the portion removed. Sidewalks shall have a minimum uniform thickness of 4-inches. The new work shall be neatly jointed to the existing concrete so that the surface of the new work shall form an even, unbroken plane with the existing surfaces.
- D. The subgrade shall be formed by excavating to a depth equal to the thickness of the concrete, plus 2-inches. Subgrade shall be of such width as to permit the proper installation and bracing of the forms. Subgrades shall be compacted by hand tamping or rolling. Soft, yielding or unstable material shall be removed and backfilled with satisfactory material. Place 2-inches of porous crushed stone under all sidewalks and curbs and compacted thoroughly, then finish to a smooth, unyielding surface at proper line, grade and cross section.
- E. Joint for Curbs
1. Joints shall be constructed as indicated on the Drawings and as specified. Construct joints true to line with their faces perpendicular to the surface of the structure and within 1/4-inch of their designated position.
  2. Thoroughly spade and compact the concrete at the faces of all joints filling all voids.
  3. Install expansion joint materials at the point of curve at all street returns. Install expansion joint material behind the curb at abutment to sidewalks and adjacent structures.

4. Place contraction joints every 10 feet along the length of the curbs and gutters. Form contraction joints using steel templates or division plates which conform to the cross section of the structure. Leave the templates in place until the concrete has set sufficiently to hold its shape, but remove them while the forms are still in place. Contraction joint templates or plates shall not extend below the top of the steel reinforcement or they shall be notched to permit the reinforcement to be continuous through the joint. Contraction joints shall be a minimum of 1-1/2-inches deep.
- F. Expansion joints shall be required to replace any removed expansion joints or in new construction wherever shown on the Drawings. Expansion joints shall be true and even, shall present a satisfactory appearance, and shall extend to within 1/2-inch of the top of finished concrete surface.
- G. Finishing
1. Strike off the surface with a template and finish the surface with a wood float using heavy pressure, after which, contraction joints shall be made and the surface finished with a wood float or steel trowel.
  2. Finish the face of the curbs at the top and bottom with an approved finishing tool of the radius indicated on the Drawings.
  3. Finish edges with an approved finishing tool having a 1/4-inch radius.
  4. Provide a final broom finish by lightly combing with a stiff broom after troweling is complete.
  5. The finished surface shall not vary more than 1/8-inch in 10 feet from the established grade.
- H. Driveway and Sidewalk Ramp Openings
1. Provide driveway openings of the widths and at the locations indicated on the Drawings and as directed by the Engineer.
  2. Provide sidewalk ramp openings as indicated on the Drawings, in conformance with the applicable regulations and as directed by the Engineer.
- I. Concrete shall be suitably protected from freezing and excessive heat. It shall be kept covered with burlap or other suitable material and kept wet until cured. Provide necessary barricades to protect the work. All damage caused by people, vehicles, animals, rain, the Contractor's operations and the like shall be repaired by the Contractor, at no additional expense to the Owner.

### 3.05 Maintenance

The Contractor shall maintain the surfaces of roadways built and pavements replaced until the acceptance of the Project. Maintenance shall include replacement, scraping, reshaping, wetting and rerolling as necessary to prevent raveling of the road material, the preservation of reasonably smooth surfaces and

the repair of damaged or unsatisfactory surfaces, to the satisfaction of the Engineer. Maintenance shall include sprinkling as may be necessary to abate dust from the gravel surfaces.

**3.06 Supervision and Approval**

- A. Pavement restoration shall meet the requirements of the regulatory agency responsible for the pavement. Obtain agency approval of pavement restorations before requesting final payment.
- B. Obtain the Engineer's approval of restoration of pavement, such as private roads and drives, that are not the responsibility of a regulatory agency.
- C. Complete pavement restoration as soon as possible after backfilling.
- D. Failure of Pavement: Should any pavement restoration or repairs fail or settle during the life of the Contract, including the bonded period, promptly restore or repair defects.

**3.07 Cleaning**

The Contractor shall remove all surplus excavation materials and debris from the street surfaces and rights-of-way and shall restore street, roadway or sidewalk surfacing to its original condition.

END OF SECTION

**Part 1 General****1.01 Scope**

- A. This specification shall cover the rehabilitation of existing gravity sanitary sewers. Pipe Bursting is a system by which the burster unit splits the existing pipe while simultaneously installing a new polyethylene pipe. The new pipe may be of the same size or larger size. The work also involves the reconnection of the existing sewer service house connections, television inspection of the polyethylene pipe and completion of the installation in accordance with the contract documents.
- B. Only pneumatically operated equipment with either front or rear expanders for the proper connection to the polyethylene pipe will be allowed for use. Exception to this requirement will only be considered where a static burster unit is proposed for use on isolated segments of pipeline that are to be burst closely adjacent to building foundations or other sensitive structures and where pneumatic bursting might be detrimental. The pneumatic burster must be used in conjunction with a constant tension hydraulic twin capstain winch of either 20, 10 or 5 tons, the size of the winch depends on the diameter of the pipe to be replaced. In no case is the constant tension on the winch to exceed 20 tons.

**1.02 Qualifications**

- A. The Contractor shall be certified by the pipe bursting system patent owner, Britishgas – PLC (BG-PLC), U.S. Patent 4738565, that such a company is a fully trained and licensed user of the pipe bursting system.
- B. Polyethylene pipe jointing shall be performed by personnel trained in the use of butt-fusion equipment and recommended methods for new pipe connections. Personnel directly involved with installing the new pipe shall receive training in the proper methods for handling and installing the polyethylene pipe. Training shall be performed by a qualified representative.
- C. Contractor shall hold the County and Engineer harmless in any legal action resulting from patent infringements.
- D. Contractor or pipe bursting subcontractor shall have:

Minimum experience of 150,000 L.F. of pipe bursting existing gravity sanitary sewer pipe and replacing with polyethylene pipe within the last three years,

AND

Minimum experience of 10,000 L.F. of pipe bursting replacement experience with polyethylene pipe two sizes greater than the host pipe, e.g. 10-inch to 15-inch diameter, 12-inch to 18-inch diameter, etc, in the last three years.

**1.03 Standard Specifications**

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

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

ASTM D 1248 Polyethylene Plastics Molding and Extrusion Materials

#### **1.04 Regulatory Requirements**

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

#### **1.05 Responsibility for Overflows or Spills**

- A. It shall be the responsibility of the Contractor to schedule and perform his work in a manner that does not cause or contribute to incidence of overflows or spills of sewage from the sewer system.
- B. In the event that the Contractor's work activities contribute to overflows or spills, the Contractor shall immediately take appropriate action to contain and stop the overflow, clean up the spillage, disinfect the area affected by the spill, and notify the designated Construction Manager in a timely manner.
- C. Contractor will indemnify and hold harmless the County for any fines or third-party claims for personal or property damage arising out of a spill or overflow that is fully or partially the responsibility of the Contractor, including the legal, engineering and administrative expenses of the County in defending such fines and claims.

#### **1.06 Submittals**

- A. Submit the following in accordance with the requirements of Section 01340 of these Specifications
  - 1. Shop drawings, catalog data, and manufacturer's technical data showing complete information on material composition, physical properties, and dimensions of new pipe and fittings. Include manufacturer's recommendations for handling, storage, joint welding and repair of pipe and fittings damaged.
  - 2. Methodology for construction and restoration of existing sewer service connections.
  - 3. Detail drawings and written descriptions of the entire construction procedure to install pipe, bypass sewerage flow and reconnection of sewer service connections, restoration of manhole base and provision for facilitating watertight junction of new pipe to existing and reconstructed manholes.
  - 4. Certification of workmen trained for welding and installing pipe.

5. Pre and post upgrade CCTV inspection reports and videotapes. Post upgrade reports and videotapes shall be made after pipe installation and re-connection of all laterals and immediately prior to the commissioning stage.
6. Written certification that the Contractor is an approved BG-PLC licensee of the pneumatic bursting system from T.T. Technologies or approved equal.
7. An initial schedule shall be submitted at the preconstruction meeting by the Contractor. The schedule submitted at the preconstruction meeting and subsequent (half way through project) schedule submitted during the course of the project shall show at a minimum
  - a. each site operation requiring the use of separate crew of equipment and/or labor as a separate activity
  - b. the assumed limitations upon the sequence of activities and the anticipated start and completion time for the activities in weeks, numbered from the date of the Notice to Proceed of the project
  - c. the number, nature and size of the plant and/or labor teams which it is anticipated shall be used on each activity
  - d. a description of the proposed methods of construction as well as the nature and extent of temporary works
  - e. the critical path of activities required to complete the whole of the works
  - f. list of all subcontractors including the identification of the task and number of personnel.
8. After the initial schedule is submitted, and the end of each week until contact completion has been reached, the Contractor shall submit a report in writing comprising:
  - a. a list of those activities shown on the current schedule which were begun during the week stating their remaining duration's and their anticipated completion times
  - b. a list of those activities begun previously upon which work continued during the week and their anticipated completion times
  - c. a list of those activities begun previously but upon which no work was carried out during week stating their remaining duration's in weeks and their anticipated completion times
  - d. a list of activities completed during the week
  - e. If the anticipated completion time of any activity reported is later than that previously reported or where not previously reported later than the completion time shown on the current schedule the circumstances which in the opinion of the Contractor have caused the anticipated delay shall be stated. Any other matters

not previously reported which in the opinion of the Contractor may cause delay to the current schedule shall be described. The current schedule is the revised schedule last produced and submitted to the Construction Manager or where no revised schedule has been submitted the latest revision of the initial schedule submitted.

## **Part 2 Products**

### **2.01 Materials**

- A. Polyethylene Plastic Pipe shall be high density solid wall polyethylene pipe and meet the applicable requirements of ASTM F714 Polyethylene (PE) Plastic Pipe (SDR-PR) Based on Outside Diameter, ASTM1248, ASTM D3550.
1. Sizes of the insertions to be used shall be such to renew the sewer to greater flow capacity.
  2. All pipes shall be made of virgin material. No reworked material shall be used except that obtained from the manufacturer's own production of the same formulation.
  3. The pipe shall be homogenous throughout and shall be free of visible cracks, discoloration, pitting, varying wall thickness, holes, foreign material, blisters, or other deleterious faults.
  4. Dimensions and Ratios: The minimum wall thickness of the polyethylene pipe shall be SDR 17 throughout. Where required by Engineer, pipes may be tested at ground surface for circularity before installation and welding commences. Circularity will be checked by pulling a closed cylindrical mandrel through the polyethylene pipe. The mandrel shall be at least three times the diameter of the pipe in length and not greater than inside diameter of pipe minus 2 millimeters. Pipes will be rejected which have greater than 5% deformation due to thermal softening.
  5. Material color shall be black. Interior of pipe shall have a light reflective color to allow easier/better viewing for television inspection.
  6. Manufacturer shall be Chevron, Phillips 66 Driscopipe or equal.

### **2.02 Delivery, Storage, and Handling**

- A. Transportation, handling, and storage of the polyethylene pipe and fittings shall be as recommended by manufacturer.
- B. If new pipe and fittings become damaged before or during installation, it shall be repaired as recommended by the manufacturer or replaced as required by the Engineer at the Contractor's expense, before proceeding further.
- C. Deliver, store and handle other materials as required to prevent damage.

### **2.03 Testing**

- A. Contractor shall be furnish samples and material tests for compliance with this specification from an independent laboratory to verify the required physical

properties and characteristics of supplied materials in accordance with the applicable ASTM Specification. A certificate shall be furnished by the manufacturer, upon request, for all material furnished under this specification. Polyethylene plastic pipe and fittings that do not meet any of the requirements of this specification may be rejected. The Owner shall pay for tests on pipe material which meets specification requirements. Contractor shall pay for failed tests and re-testing of failed materials

#### **2.04 Equipment**

- A. The pipe bursting tool shall be designed and manufactured to force its way through existing pipe materials by fragmenting the pipe and compressing the old pipe sections into the surrounding soil as it progresses. The bursting unit shall be pneumatic and shall generate sufficient force to burst and compact the existing pipe line. See manufacturer's specifications for what size tool should be used in what diameter of pipe, as well as parameters of what size tool for percentage of upsize allowed.
- B. The pipe bursting tool shall be pulled through the sewer by a winch located at the upstream manhole. The bursting unit shall pull the polyethylene pipe with it as it moves forward. The bursting head shall incorporate a shield/expander to prevent collapse of the hole ahead of the PE pipe insertion. The pipe bursting unit shall be remotely controlled.
- C. The pipe bursting tool shall be pneumatic unless static is specified. The bursting action of the tool shall increase the external dimensions sufficiently, causing breakage of the pipe at the same time expanding the surrounding ground. This action shall not only break the pipe but also create the void into which the burster can be winched and enables forward progress to be made. At the same time the polyethylene pipe, directly attached to the sleeve on the rear of the burster, shall also move forward.
- D. The burster shall have its own forward momentum while being assisted by winching. A hydraulic winch shall give the burster friction by which it can be move forward. To form a complete operating system, the burster must be matched to a constant tension hydraulic winching system.

#### **2.05 Winch Unit**

- A. A winch shall be attached to the front of the bursting unit. The winch shall provide a constant tension to the burster in order that it may operate in an efficient manner. The winch shall ensure directional stability in keeping the unit on line.
- B. The winch shall be of the constant tension type but shall be fitted with a direct reading load gauge to measure the winching load which must automatically be maintained at a constant tension at a set tonnage reading. The winch, which shall be hydraulically operated to provide the constant tension throughout the bursting operation, shall supply sufficient cable in one continuous length so that the pull may be continuous between approved winching points.
- C. The winch, cable and cable drum must be provided with safety cage and supports so that it may be operated safely without injury to persons or property.
- D. The Contractor shall provide a system of guide pulleys and bracing at each manhole to minimize cable contact with the existing sewer between manholes.

- E. The supports to the trench shoring in the insertion pit shall remain completely separate from the winch boom support system and shall be so designed that neither the pipe nor the winch cable shall be in contact with them.

### **Part 3 Execution**

#### **3.01 Sewer Service Connections**

- A. All sewer service connections shall be identified and located prior to pipe insertion. The complete list of service laterals, included relevant footage and diameter of lateral, shall be submitted prior to pipe bursting to the Construction Manager for information. Upon commencement, pipe insertion shall be continuous and without interruption from one manhole to another, except as approved by the engineer and/or his representative. Upon completion of insertion of the new pipe, the Contractor shall complete the reconnection of all service laterals on the segment within 24 hours of commencing pipe bursting, to minimize any inconvenience to customers.
- B. The preferred method of saddle connection to the main line shall be either by use of an Inserter Tee by Fowler Manufacturing, Oregon, or by fusion of saddle connection with one of the following approved systems:
  - 1. Electrofusion saddles as manufactured by Central Plastics
  - 2. Conventional Fusion saddles as manufactured by Central Plastics, Phillips Driscopipe, or Plexco
- C. Saddle material shall be compatible with that of the main pipe.

#### **3.02 Existing Flow**

- A. The Contractor shall provide bypass pumping during the pipe bursting/replacement process. The pumps and bypass lines shall be of adequate capacity and size to handle all flows including peak wet weather flow. All costs for bypass pumping, required during installation of the pipe shall be included in the cost for pipe replacement by pipe bursting.
- B. The Contractor shall be responsible for maintaining continuous sanitary sewer service to each and every property connected to the segment of sewer subject to pipe bursting operations. The cost of dealing with tanking, by pass pumping and all other private service flow management shall be included in the rate for pipe replacement.
- C. If sewage backup occurs and enters buildings, the Contractor shall be responsible for clean-up, disinfection, repair, property damage as well as all resultant costs and claims.

#### **3.03 Pre-Installation CCTV Inspection**

- A. Pipelines shall be televised (CCTV) in conformance with the Fulton County Manual for Internal Sewer Condition Assessment.

CCTV inspection conditions shall include the following:

1. Preconstruction video tapes shall be available for viewing by the Construction Manager before construction begins and throughout the project.
2. Video tapes to remain property of the County. Contractor to retain second copy for his use.
3. All flows tributary to reach of sewer being inspected are to be completely by-passed around the reach during preconstruction inspection if necessary and required by the County.
4. Should any portion of the inspection tapes be of inadequate quality or coverage, as determined by the County, the Contractor shall have the portion re-inspected and video taped at no additional expense to the County.

### **3.04 Construction Method**

- A. Equipment used to perform the work shall be located away from buildings in order to minimize noise impact which under all circumstances shall be less than 70 dB unless otherwise allowed by the Engineer due to circumstances beyond the Contractor of pipe bursting subcontractor. A silent engine compartment with the winch shall be provided to reduce machine noise.
- B. The Contractor shall install all pulleys, rollers, bumpers, alignment control devices and other equipment required to protect existing manholes, and to protect the polyethylene pipe from damage during installation. Lubrication may be used as recommended by the manufacturer. Under no circumstances shall the pipe be stressed beyond its elastic limit. The winch line must be centered in the existing pipe to be burst with an adjustable boom.
- C. The installed polyethylene pipe shall be allowed to relax and cool following installation in accordance with the manufacturer's recommended time, but not less than four (4) hours, prior to any reconnection of service lines, scaling of the annulus or backfilling of the insertion pit. Sufficient excess length of new pipe, but not less than four (4) inches, shall be allowed to protrude into the manhole to provide for further length reduction. End restraint of pipe ends shall be achieved by means of Central Plastics Electrofusion couplings. The Electrofusion couplings shall be slipped over pipe ends against manhole wall and fused in place. Installation of all electrofusion couplings shall be carried out in accordance with the manufacturers recommended procedures.
- D. Following the relaxation period, the annular space may be sealed. Sealing shall be made with materials approved by the Engineer and/or his representative and shall extend a minimum of eight (8) inches into the manhole wall in such a manner as to form a smooth, uniform, watertight joint. The terminating pipe ends in manholes shall be connected by Central Plastics Electrofusion couplings to eliminate ground water infiltration. Electrofusion couplings shall be installed in accordance with the manufacturers recommended procedures.

### **3.05 Post-Installation CCTV Inspection**

- A. Following installation of new pipelines between manholes where bursting has occurred, CCTV inspection shall be carried out in accordance with the requirements of the Fulton County Manual for Internal Sewer Condition

Assessment. The finished tape shall be continuous over the entire length of the sewer between two manholes and shall be completely free from visual defects.

- B. The audio/video tape shall provide an audio description to what is being viewed; provide a continuous running footage indicator between manholes; and be prepared in the presence of the County's Inspector. Prior to Final Acceptance the County shall be provided with one copy of the TV inspection report and video cassette showing the entire length of gravity sewer being tested. The report shall contain the condition of pipe, type of pipe, depth, location of services, length, type joint, roundness and distance between manholes. Any pipe found to be cracked, leaking, misaligned, bellied or otherwise defective shall be removed and replaced.
- C. Should any portion of the inspection tapes be of inadequate quality or coverage, as determined by the County, the Contractor will have the portion re-inspected and video taped at no additional expense to the County.

### 3.06

#### Pipe Joining

- A. The polyethylene pipe shall be assembled and joined at the site using the butt-fusion method to provide a leak proof joint in strict accordance with the manufacturer's instructions and ASTM D 2657. Threaded or solvent-cement joints and connections are not permitted.
- B. All equipment and procedures used shall be used in strict compliance with the manufacturer's instructions and recommendations. Fusing shall be accomplished by personnel certified as fusion technicians by a manufacturer of polyethylene pipe and/or fusing equipment.
- C. The butt-fused joint shall be true alignment and shall have uniform roll-back beads resulting from the use of proper temperature and pressure. The joint shall be allowed adequate cooling time before removal of pressure. The fused joint shall be watertight and shall have tensile strength equal to that of the pipe.
- D. All joints shall be subject to acceptance by the engineer and/or his representative prior to insertion. All defective joints shall be cut out and replaced at no cost to the County. Any section of the pipe with a gash, blister, abrasion, nick, scar, or other deleterious fault greater in depth than ten percent (10%) of the wall thickness, shall not be used and must be removed from the site. However, a defective area of the pipe may be cut out and the joint fused in accordance with the procedures stated above.
- E. Any section of the pipe having other defects such as concentrated ridges, discoloration, excessive spot roughness, pitting, variable wall thickness or any other defect of manufacturing or handling as determined by the Engineer and/or his representative shall be discarded and not used.
- F. Terminal sections of pipe that are joined within the insertion pit shall be connected with Central Plastics Electrofusion Couplings or connectors with tensile strength equivalent to that of the pipe being joined.
- G. When transitioning from polyethylene pipe to ductile iron pipe, pipes shall be joined with a transition sleeve as recommended by the pipe manufacturer. Transition sleeves shall be approved by the construction manager.

**3.07**

**Warranty**

A written guarantee of 10 years submitted to the County for the specific project shall be provided by the Manufacturer against any breakdown of the polyethylene pipe material.

END OF SECTION



**Part 1 General****1.01 Scope**

- A. This Section describes products for sewer and manhole rehabilitation and requirements for the installation and use of these items. Furnish all products and perform all labor necessary to fulfill the requirements of these Specifications. This Section covers the general requirements for the referenced specifications, manufacturer's and installer's qualifications, submittal and guaranty guidelines, materials, installation and testing procedures.
- B. General: Supply all products and perform all work in accordance with applicable American Society for Testing and Material (ASTM), American Water Works Association (AWWA), American National Standards Institute (ANSI), or other recognized standards. Latest revisions of all standards are applicable. Where discrepancies exist between this specification and referenced product/process standards, this specification shall govern

**1.02 Qualifications - Contractor/Installer Experience Requirement**

- A.. **The Installing Contractor** for the cured-in-place reconstruction of sewers must have a minimum of 5 years experience using the exact named product proposed and, have installed at least 500,000 linear feet of the exact named proposed product including at least 20,000 feet of 24-inch diameter (or larger) cured-in-place product. The installing Contractor must certify that the liner tube/resin composite system to be used is the exact system for which all submittals and certifications were made in the bid. No substitutions will be allowed, and misrepresentations or omissions may be grounds for contract termination with the Contractor waiving any and all claims against the Owner for work performed or costs incurred. **Documentation of experience shall be submitted in the Contractor's bid. Failure to provide this documentation may be grounds for disqualification.**
- B. **The Qualifying Superintendent** must have a minimum of five years experience with cured-in-place pipe products. In addition, the Qualifying Superintendent must have supervised jobs in which at least 20,000 feet of pipe has been reconstructed using the exact named product proposed including a minimum of 5,000 feet of 24-inch diameter (or larger) cured-in-place product. The superintendent for the job shall be on-site during all phases of the work involving any pre and post-installation video inspection, sewer cleaning or insertion and processing of the CIPP. **Documentation of experience shall be submitted in the Contractor's bid. Failure to provide this documentation may be grounds for disqualification.**
- C. **The cured-in-place pipe lining (CIPP) system** must have a minimum proven performance record of 1,000,000 linear feet installed of the exact name-brand product bid in the United States, with a minimum of 20,000 linear feet in diameters 24-inch or larger. In addition, a minimum of 10,000 linear feet of 48-inch diameter or larger, of the exact name brand product must have been installed in the United States. **Documentation of performance record shall be submitted with the Contractor's bid. Failure to provide this documentation may be grounds for disqualification.**
- D. **The Contractor for Manhole Rehabilitation** shall be fully qualified, experienced and equipped to complete this work expeditiously and in a satisfactory manner.

The qualified Contractor shall be an approved installer as certified and licensed by the manufacturer. The installing Contractor must certify that the proposed product/process to be used is the exact system for which any and all submittals and certifications were made. No substitutions will be allowed, and misrepresentations or omissions may be grounds for contract termination with the Contractor waiving any and all claims against the Owner for work performed or costs incurred.

- E. The Contractor and the proposed Qualifying Superintendent for the work under this Contract shall have successfully installed the allowed manhole lining product in a minimum of 500 manholes/structures as documented by verifiable Owner references. **Documentation of experience shall be submitted in the Contractor's bid. Failure to provide this documentation may be grounds for disqualification.** The Engineer/Owner shall approve both the Contractor and the Qualifying Superintendent to perform this work. The approved superintendent shall be on-site during the execution of all lining operations including prep work and vacuum testing. The lining installation and/or vacuum testing shall cease whenever the superintendent is not on-site

### 1.03 Submittals

- A. Complete product data and engineering data, including shop drawings, shall be submitted to the Engineer in accordance with the requirements of Section 01340 of these Specifications.
- B. Cured-In-Place-Pipe
1. The Contractor shall furnish three copies of the design calculations establishing the structural capabilities, chemical composition, thickness, curing temperature and period, assumptions, and other mechanical properties of the liner system proposed, signed and sealed by a professional engineer licensed in the state of Georgia.
  2. The Contractor shall furnish seven copies of the manufacturer's brochures giving a complete description of the product proposed, its physical and chemical composition, the same for the thermosetting resin or epoxy hardener, the recommended range of curing temperature, period of cure, cool-down procedures and method of installation.
- C. Manhole Rehabilitation: Submit manufacturer's product data including composition, physical properties, surface preparation, repair, application, curing, and field quality control.

### 1.04 Transportation and Handling

- A. Unloading: Furnish equipment and facilities for unloading, handling, distributing and storing materials. Make equipment available at all times for use in unloading. Do not drop or dump materials. Any materials dropped or dumped will be subject to rejection without additional justification.
- B. Handling: Handle materials carefully to prevent shock or damage. Handle pipe by rolling on skids, forklift, or front loader. Do not use material damaged in handling.

### 1.05 Storage and Protection

- A. Stored materials shall be kept safe from damage.

#### **1.06 Quality Assurance**

- A. Product manufacturers shall provide the Engineer with written certification that all products furnished comply with all applicable provisions of these Specifications.

#### **1.07 Warranty and Repairs**

- A. Each Manufacturer for manhole liners shall warrant the performance of the CIPP Liner materials for 5 years and Certified Installer shall provide 3-year labor warranty to repair or replace any failing conditions of the liner in the structure.
- B. The cured-in-place liner system shall be repairable at any time during the life of the structure, with the same type of liner system materials used in the original installation, including repair or lining of the upper chimney portion where grade adjustments have been made. Repair/lining materials shall be of the type that will bond to the original liner materials.

### **Part 2 Products**

#### **2.01 Cured-In-Place-Pipe**

- A. The cured-in-place pipe material shall be fabricated from materials which, when cured, will be suitable for the environment intended, i.e., resistant to withstand exposure to sewage gases containing normal levels for domestic sewage of hydrogen sulfide, carbon monoxide, carbon dioxide, methane, traces of mercaptan, kerosene, saturation with moisture, dilute sulfuric acid, external exposure to soil bacteria, and any chemical attack which may be due to materials in the surrounding ground. The final product must not deteriorate, corrode, or lose structural strength in any manner that will preclude meeting the expected design life.
- B. The structural performance of the inverted cured-in-place pipe must be adequate to accommodate all internal and external loads (live and dead) over its service life. The CIPP liner shall be designed considering the host pipe is fully deteriorated, a prism loading, a soil loading of 120 pcf, a 2.0 factor of safety, a 2-percent ovality, a 5-percent maximum deflection, a 1,000 psi modulus of soil reaction, a 4,500 psi flexural strength, a 3,000 psi tensile strength, a lining enhancement factor (K) of 7 maximum, H-20 live loads where applicable, 50-percent long-term modulus reduction factor and a hydrostatic load beginning at the surface
- C. Polyester Resins
  1. The resin used shall be high-grade corrosion resistant isophthalic polyester specifically designed for the CIPP being installed. Only premium, non-recycled resin shall be used. PET resins, or those containing fillers, additives or enhancement agents shall not be used. The resin must be manufactured under ISO 9002 certified procedures.
  2. The resin vendor must be able to reference the corrosion scale with the resin itself having a heat deflection temperature greater than 212 degrees Fahrenheit

- D. Urethane-modified Vinyl Ester Resins (if applicable)
1. The resin used shall be a high-grade, premium vinyl ester combining outstanding corrosion resistance and high-temperature performance with excellent laminating characteristics. The resin must be manufactured under ISO 9002 certified procedures.
  2. The resin vendor must be able to reference the heat corrosion scale with the resin itself having a heat deflection temperature greater than 244 degrees Fahrenheit. Only premium, non-recycled resins will be accepted. PET resins or those containing enhancement additives and/or fillers will not be accepted.

E. Quality Assurance

In order that the Owner is assured that the specified resin class is used for the duration of the Contract, the following provisions are made part of this specification:

1. The Contractor shall designate a wet-out facility and shall provide wet-out liner tubes from this designated facility only. Multiple facilities to supply wet-out liner tubes for the duration of this contract may not be used without prior approval of the Owner/Engineer.
2. The Contractor shall place a sampling valve in-line at a point in the resin/catalyst mixing stage so that a sample of non-catalyzed resin may be taken. A second sampling valve shall be placed in-line at a point after the resin/catalyst mixing stage, but prior to catalyzed resin injection into the liner so that a resin sample may be taken. Both sampling valves shall be left in place for the duration of the Contract.
3. The Owner/Engineer shall have the right to inspect the designated wet-out facility and draw samples from one or both sampling valves without prior notice to the Contractor for the duration of the Contract.
4. To further assure usage of a specified resin class, the Owner reserves the right to subject resin samples to an infrared analysis (IR Scan). This standard analytical test involves shining a beam of light in the infrared frequency region through a thin sample of subject resin. The frequency of light is then varied across the infrared spectrum. Chemical functional groups present in the resin being analyzed will absorb infrared light at specific frequencies and with characteristic absorption intensities. A spectrum created from the measurement of light transmitted through the sample across the range of infrared frequencies shall be used to determine the resin's chemical fingerprint. An overlaid IR spectrum of Reichhold PolyLite® 33420 shall be used as a baseline comparison for the purpose of a polyester test. The baseline comparison for vinyl ester shall be Reichhold Dion® 9800.
5. The Owner/Engineer may perform random Infrared Scans (IR Scans) and/or Composite Burn-offs to insure resin quality and consistency throughout the duration of the Contract and shall be responsible for the cost of IR testing.

## F. Catalyst Systems

1. The exact mixture ratio of resin and catalyst shall also be submitted. The catalyst system shall be identified by product name. The resin/catalyst ratio shall be approved by the resin manufacturer in writing. The catalyst system shall be made up of a primary catalyst and a secondary catalyst. The primary catalyst shall be Akzo Perkadox 16 or approved equal and shall be added at a maximum of 1% of the resin volume by weight unless otherwise approved by the Engineer. The secondary catalyst shall be Akzo Trigonox or approved equal and shall be added at a maximum of 0.05% of the resin volume by weight unless otherwise approved by the Engineer.
2. "Quick-Cure" or accelerated resin systems including those formulated by substantially increasing the amount of catalysts from that specified above, will not be allowed. Resins, catalysts and resin/catalyst mix ratios shall not be changed or altered during this Contract unless specifically approved by the Owner/Engineer in writing.
3. Cure schedules for the CIPP shall be submitted to the Engineer for review. The proposed curing schedules/process shall be approved by the resin manufacturer in writing. Cure schedules shall include specific information on "step curing" procedures, "cooking times", duration and "cool down" procedures – all to be approved by the resin manufacturer in writing.
4. The resin shall be shipped directly from the resin manufacturer's facility to the CIPP wet-out facility. The resin shall not be sent to any intermediate mixing facility. Copies of the shipping documents from the resin manufacturer shall be submitted to the Engineer indicating dates of shipment, originating and receiving locations.
5. The Contractor shall submit a Certificate of Authenticity from the resin manufacturer for each shipment to the wet-out facility to include the date of manufacture and Heat Distortion Temperature. This information shall be submitted before the manufacture or installation of any CIPP.

## G. Liner Tubes

1. The tube shall consist of one or more layers of absorbent non-woven felt fabric and meet the requirements of ASTM F1216. In the event of a discrepancy between the referenced ASTM requirement and this specification, this specification will govern.
2. The acceptable liner tube shall be constructed under ISO 9002 certified procedures. Proper certification shall be provided prior to the manufacture or installation of any CIPP.
3. The tube shall be constructed to withstand installation pressures, have sufficient strength to bridge missing pipe, and stretch to fit irregular shaped pipe sections.
4. The wet-out tube shall have a uniform thickness that when compressed at installation pressures shall meet or exceed design "finished and installed" thickness.

5. The tube shall be manufactured to a size that when installed shall tightly fit the internal circumference and length of the original pipe. In the event that under-sized pipe is present, liner tube shall be manufactured so that overlap folds or wrinkles do not occur. Allowances shall be made for circumferential stretching during inversion.
6. The outside layer of the tube, before installation, shall have an impermeable polyurethane or polyethylene plastic coating. This coating shall be an impermeable, flexible membrane that shall contain the resin and facilitate monitoring of resin saturation during resin impregnation. This coating shall form the inner layer of the finished pipe and is required for enhancement of corrosion resistance, flow and abrasion properties.
7. The tube shall be homogeneous across the entire wall thickness containing no intermediate or encapsulated layers. No material may be included in the tube that may cause de-lamination in the cured liner, and no dry or unsaturated areas or layer shall be evident.
8. The wall color of the interior liner surface after installation shall be a light-reflective color so that a clear, detailed inspection with closed-circuit television equipment may be conducted.
9. The outside of the tube shall be marked for distance at regular intervals not to exceed 10 feet. Such markings shall include the Manufacturers name or identifying symbol.
10. The minimum length shall be that deemed necessary by the Owner/Engineer to effectively span the distance between manhole sections of the segment to be lined unless otherwise specified. The line lengths shall be verified in the field before impregnation of the tube with resin.

#### H. CIPP Design - Liner Tube Thickness

1. Liner Thickness: The Contractor shall submit liner thickness calculations to the Owner/Engineer for review. The CIPP shall be designed in accordance with the applicable provisions of F1216 and D2412 for "fully deteriorated gravity pipe conditions" and shall meet the following design conditions:
  - a. AASHTO H-20 Live Load with two trucks passing for CIPP in streets (16,000 lbs.)
  - b. A soil modulus of elasticity of 1000 psi, soil weight of 120 pounds per cubic foot and a coefficient of friction of  $K_u=0.130r$ .
  - c. Short-term flexural modulus of 250,000 psi and long-term modulus of 125,000 psi. Flexural strength of 4,500 psi.
  - d. Safety factor of 2.0 shall be used.
  - e. Groundwater elevation at the ground surface.
  - f. Pipe ovality of 2%.
  - g. Poisson ratio of 0.3.
  - h. Enhancement factor (K) of 7.
  - i. Service temperature range shall be 40 to 140 degrees F.
  - j. Maximum long-term deflection shall be 5%.

2. The CIPP shall also conform to the minimum requirements demonstrated in the following table:

Physical Property	ASTM Standard F 1216, Latest Revision	Minimum Value
Flexural Stress	ASTM D-790	4,500 psi
Flexural Modulus of Elasticity	ASTM D-790	250,000 psi

3. Minimum Acceptable Pipe Thickness (“**Finished and Installed**”)
- a. The minimum “finished and installed” cured liner thickness shall be as follows, regardless of what the calculations indicate as the required minimum thickness:

Pipe Diameter (Inches)	Depth to Invert (Feet)	“Finished & Installed” Thickness (mm)
TBD	TBD	TBD

- b. The above table is in regards to minimum liner thicknesses only. It is the Contractor’s responsibility to determine the site specific external loads on the liner and increase its thickness as required. The Contractor shall submit his proposed plan for ensuring that the finished and installed CIPP meets the above minimum thickness requirements. The plan shall include detailed inversion procedures to reduce stretching and resin loss.
- c. The contractor shall submit his price proposal based on the appropriate length, size, and existing pipe parameters designated on the Bid Form. The deterioration of sewers is an on-going process. Should pre-construction inspections reveal the sewers to be in substantially different conditions than those in the design considerations, the contractor shall request such changes in reconstruction liner thickness, supporting such requests with design data. The deviation, if approved, shall be reflected by the appropriate addition or reduction in the unit cost for that size as agreed to by the Owner/Engineer.
- d. Any liner that does not meet the specified strength and/or thickness requirements, regardless of the amount below the specified requirements, shall be corrected by the Contractor in a manner approved by the Owner/Engineer at no additional cost to the Owner. The Owner/Engineer’s decision on how to correct deficient CIPP installations shall be final.
- e. Any liner that does not meet the specified strength and/or thickness requirements, regardless of the amount below the specified requirements, shall be corrected by the Contractor in a manner approved by the Engineer at no additional cost to the Owner. The Engineer’s decision on how to correct deficient CIPP installations shall be final. Options for correcting deficient liners that will be considered by the Engineer include removing the liner and re-lining the sewer, excavating and replacing the sewer from manhole to manhole, or providing the Owner with a substantial credit. The primary option that will be considered will be to re-line the sewer. Credits will only be authorized for CIPP

that does not meet required thickness. If a credit is acceptable to the Owner and Engineer, the credit shall be calculated by multiplying the bid price by the percent that the liner thickness is below the required installed thickness as follows:

$$\text{Credit} = (1 - \text{Installed CIPP thickness/required CIPP thickness}) \times \text{bid price}$$

The Contractor shall not assume a credit will be acceptable to the Engineer/Owner in any case.

4. The finished CIPP will provide a uniform smooth, interior wall surface and will have at least 100% of the flow capacity of the original pipe before rehabilitation. In lieu of measurements, calculated capacities may be derived using a Manning "n" coefficient of 0.013 for the original pipe material and a Manning "n" coefficient of 0.010 for a joint-less smooth-wall cured-in-place pipe.
  - I. Resin Impregnation of the CIPP Tube (Wet-Out)
    1. The contractor shall designate a location where the tube shall be impregnated or "wet out" with resin, using distribution rollers and a vacuum impregnation system to thoroughly saturate the tube's felt fiber prior to installation in the field. The impregnated tube shall be free of pinholes, resin voids and other defects. If the cured-in-place pipe is impregnated at the manufacturing plant, it shall be delivered to the job site in a refrigerated truck, and remain refrigerated prior to installation to prevent premature curing. The flexible tube shall be vacuum impregnated with resin under controlled conditions or by such other means provided such means can assure thorough resin impregnation to the full satisfaction of the Owner/Engineer. The volume of resin used shall be sufficient to fill all voids in the tube material at normal or design thickness and diameter. The volume of resin shall be adjusted by adding seven to ten percent excess resin for the change in resin volume due to polymerization and allow for any migration of resin into the cracks and joints in the original pipe.
  - J. Inversion of CIPP
    1. The impregnated tube shall be inverted through an existing manhole or other approved access point utilizing a hydrostatic water column or pressurized air until it has fully traversed the designated line length and the inversion face breaches the destination manhole or termination point. The fluid column or air pressure shall have been adjusted and maintained to be sufficient to cause the impregnated tube to hold tight against the existing pipe wall, produce dimples at side connections, and flared ends at the manholes. Lubricant during inversion shall be used as necessary in accordance with the CIPP manufacturer's recommendations. Thermocouples shall be placed at the top and bottom interface of both ends of the liner for monitoring temperature during the cure cycle. Care should be taken during tube installation not to over-stress the fabric fiber.
    2. When using pressurized air, particular attention should be given to the maintenance of the minimum required "finished and installed" thickness of the CIPP. Before the inversion begins, the tube manufacturer shall

provide the minimum air pressure required to hold the tube tight against the host pipe and the maximum allowable pressure so as not to damage the tube. Once the inversion has started, pressure shall be maintained between the minimum and maximum pressures until the inversion has been accomplished.

K. Curing - Using Circulated Heated Water

1. A suitable heat source and water recirculation equipment is required to circulate heated water throughout the pipe. The equipment shall be capable of delivering hot water throughout the inverted tube to uniformly raise the temperature required to affect a cure of the resin.
  - a. Initial cure will occur during temperature heat-up and is completed when exposed portions of the new pipe appear to be hard and sound and the thermocouples indicate that the temperature is of a magnitude to realize an exotherm or cure in the resin. After initial cure is reached, the temperature should be raised to the post-cure temperature recommended by the resin manufacturer. Post-Cure temperature should be held for a period as recommended by the resin manufacturer, during which time the recirculation of the water and cycling of the heat source to maintain the temperature continues.
  - b. Prior to any inversion, the Contractor shall provide a Post-Cure Hold Time and Temperature Table. This table shall indicate the minimum time and temperature the inverted tube will be held at in order to achieve desired physical properties. The resin manufacturer shall certify both the time and temperatures presented in the table.
  - c. Curing must take into account the existing pipe material, the resin system, and the ground conditions (temperature, moisture level, and thermal conductivity of the soil).

L. Curing - Using Controlled Steam

1. Suitable steam-generating equipment is required to distribute steam throughout the pipe. The equipment shall be capable of delivering steam throughout the inverted tube to uniformly raise the temperature required to affect a cure of the resin.
  - a. Initial cure will occur during temperature heat-up and is completed when exposed portions of the new pipe appear to be hard and sound and the thermocouples indicate that the temperature is of a magnitude to realize an exotherm or cure in the resin. After initial cure is reached, the temperature should be raised to the post-cure temperature recommended by the resin manufacturer. Post-Cure temperature should be held for a period as recommended by the resin manufacturer, during which time the distribution and control of steam to maintain the temperature continues.
  - b. Prior to any inversion, the Contractor shall provide a Post-Cure Hold Time and Temperature Table. This table shall indicate the minimum time and temperature the inverted tube will be held at

in order to achieve desired physical properties. The resin manufacturer shall certify both the time and temperatures on the table.

- c. The Time and Temperature Table submitted when using steam curing shall be identical to time and temperature hold times when curing with heated, circulated water.
- d. Curing must take into account the existing pipe material, the resin system, and the ground conditions (temperature, moisture level, and thermal conductivity of the soil).

M. Cool-Down

- 1. Cool-down of the cured pipe liner shall be in accordance with the manufacturer's recommendations. Care should be taken during the cool-down process so as to minimize shrinkage of the CIPP.

N. Lateral Service Reinstatement

- 1. After the CIPP has been cured, the existing service connections and laterals shall be reinstated. In general, reinstatement of service connections and laterals shall be accomplished internally, without surface excavation, using a remote control cutting device equipped with a television monitor. Reopened services shall be wire brushed to the satisfaction of the Owner/Engineer. In some cases, remote reinstatement may not be possible. In these instances, reinstatement by conventional methods in accordance with the standard Specifications is acceptable. All connections must be reinstated by at least 95-percent of the original opening.

O. Other Applicable Specifications of Publications: The latest revisions of the publications listed below form a part of these Specifications:

ASTM F1216-03	Standard practice for rehabilitation of existing pipelines and conduits by the inversion and curing of a resin-impregnated tube.
ASTM D638	Test method for tensile strength properties.
ASTM D790	Flexural strength.
ASTM D790	Modulus of elasticity.
ASTM D732	Shear strength.
ASTM D695	Compressive strength.

## 2.02 Manhole Rehabilitation - General

- A. The cured surfacing thickness shall be smooth, even (without ridges or bumps) and continuous with proper sealing connections to any non-rehabilitated areas.
- B. Chemical sealants or grouts used to seal active manhole leaks, patch holes or cracks, fill voids and to otherwise prepare the manhole surface for lining shall be

suitable for sewer system service and chemically resistant to any chemicals or vapors normally associated with domestic sewerage installations.

- C. All invert channels shall be coated with grout or cementitious mortar to build up the invert to the invert elevations of new liner pipes (if applicable and as directed by the Engineer); to fill all cracks, voids, holes, etc.; and to form a smooth flow channel. The entire channel shall be coated with the channel coating being a minimum  $\frac{1}{4}$  - inch thick.
- D. The Contractor shall submit complete shop drawings of the manhole lining system(s) to demonstrate compliance with these specifications, materials and detailed installation procedures. Testing procedures and quality control procedures shall also be submitted. Certifications that the lining system was manufactured in accordance with these specifications and the applicable ASTM standards shall be submitted with each material shipment.
- E. The cementitious lining system shall be a pumpable Portland-based cement or fused calcium aluminate cement. The lining shall be installed via low-pressure application only. The materials shall be suitable for all specified design conditions.
- F. The cementitious lining shall be installed on manhole benches and walls unless otherwise directed by the Engineer. All cementitious lining shall be troweled smooth after spray application. The cured cementitious lining shall have a minimum total thickness of 1-inch.
- G. The materials used in the cementitious lining systems shall be mixed on-site according to the manufacturer's recommendations. Water shall only be added to the materials during the mixing process and prior to material pumping or spray application. No water shall be added at the nozzle.
- H. The cementitious liner when cured shall have the following minimum characteristics at 28 days as measured by the applicable ASTM standards referenced in this Specification:
  - 1. Minimum compressive strength of 6,000 psi
  - 2. Minimum bond strength of 130 psi
  - 3. Shrinkage of less than 0.05%
- I. The cured cementitious lining shall be continuously bonded to all brick, mortar, concrete, chemical sealant, grout, pipe and other surfaces inside the manhole. The Contractor shall provide bond strength data on the cured cementitious lining based on ASTM test methods referenced in this Specification.
- J. The monolithic cementitious lining shall completely cover the interior of the existing manhole including the benches unless otherwise directed by the Engineer. The lining shall effectively seal the interior surfaces of the manhole and prevent any penetration or leakage of ground water infiltration.
- K. Cementitious linings shall be compatible with existing thermal conditions in the manhole. Manhole surface temperatures will range from 20 to 100 degrees F. The Contractor shall provide test data on shrinkage of the cured cementitious lining based on ASTM test methods referenced in this Specification.

**2.03 Spray on Cementitious Manhole Lining**

## A. Product Requirements (Level A):

The cementitious manhole lining system for the interior of manholes shall be a monolithic system suitable for use as a trowel or sprayed-on resurfacing in sewer manholes. The final product must not deteriorate, corrode, or lose structural strength in any manner that will preclude meeting the expected design life. The cementitious lining system shall be one of the following products or approved equal:

1. Strong Seal MS-2A, MS-2C or High performance Mix by Strong Seal Systems
2. QM-1s Restore or Alumaliner by Quadex
3. Permacast MS-10,000 or CR-5000 by APM, Inc.
4. Sewpercoat PG by LaFarge Calcium Aluminates

## B. Product Requirements (Level B):

1. Where hydrogen sulfide resistance is required, the cementitious lining system shall be one of the following products or approved equal:

- a. High performance Mix by Strong Seal Systems
- b. Alumaliner by Quadex
- c. Permacast MS-10,000 or CR-5000 with Conshield by APM, Inc.
- d. Sewpercoat PG by LaFarge Calcium Aluminates

2. In lieu of installing one of the Level B hydrogen sulfide resistant cementitious mortar products in a minimum 1-inch thickness, the Contractor may install one of the specified Level B products in a minimum  $\frac{3}{4}$ " thickness followed by a minimum 160 mil topcoat of epoxy to provide the required corrosion resistance. Acceptable topcoat applications shall be one of the following products or approved equal:

- a. Raven 405 by Raven Lining Systems
- b. Cor-Gard by APM, Inc.

**2.04 Spray on Polymer Manhole Lining**

## A. Product Requirements Resin-Based Manhole Lining Systems (Level C)

The lining system used shall be a 100% solids by volume and VOC (volatile organic compounds) free material which restores structural integrity, provides infiltration control and chemical resistance for concrete, steel, masonry, fiberglass and other surfaces. The system shall be designed to operate at ambient temperatures up to 140 degrees F with excellent abrasion resistance. Acceptable Level C products shall be as follows or approved equal:

1. Spraywall or Sprayshield by Sprayroq. Inc.

**2.05 Cured-in-Place Manhole Liner**

- A. This system is a custom manufactured liner which consist of a multi-layered liner and inflation bladder that will provide a molded-in-place, laminated, epoxy/fiberglass insert. The liner is then bonded to the existing surface using steam injection under pressure. The finish product shall have properties to

protect against sulfuric acid, prevent infiltration and enhance structural strength of the manhole. Upon completion, the liner shall be a one piece structure.

- B. The liner shall be a multi-layered composite system, comprised of at least one resin encapsulated fiberglass layer and one gas and liquid impermeable membrane of non-porous material.
- C. The resin system shall be a two ingredient- 100% solids emitting no toxic odors, modified epoxy coating that can be applied to dry, damp or wet surfaces.
- D. The fiberglass fabric shall be encapsulated by a modified epoxy resin system. The completed structure shall form a uniform thickness per manufacturer's design calculations, with 125 mils minimum.
- E. The liner shall be designed with independent structural hoop strength for full height hydrostatic pressure as if the liner were a secondary vessel inside the existing manhole. The manufacture shall design adequate liner thickness to withstand the hydrostatic pressure within entire height of the manhole.
- F. The liner shall be installed for the entire manhole, in any shape without removing the manhole ring, top section or corbel.
- G. The liner shall be completely water tight and free of any pinholes or cracks.
- H. All connections to the existing pipes, including the new lined pipe, shall be clean, smooth and leak free.
- I. Contractor shall make the site visit and measure each manhole so as to make a custom liner.
- J. Contractor shall submit calculations for the thickness of the liner assuring zero liner adhesion to the existing structure, and maximum hydrostatic pressure. The calculations shall be verified and approved by a registered Civil Engineer (P.E.).
- K. The manhole liner system be provided by one of the following manufacturers: Terre-Hill (Mutiplexx) Liner System, Poly-Triplex Technologies, Inc.; Perpetuwall by Protective Liner Systems, Inc. or equal.

### **Part 3 Execution**

#### **3.01 Existing Utilities and Obstructions**

- A. The Contractor shall call the Utilities Protection Center (UPC) (325 5000 or 1 800 282 7411) as required by Georgia law (O.C.G.A. §§ 25 9 1 through 25 9 13) and all utilities, agencies or departments that own and/or operate utilities in the vicinity of the construction work site, at least 72 hours (three business days) prior to construction, to verify the location of the existing utilities.
- B. Existing Utility Location: The following steps shall be exercised to avoid interruption of existing utility service.
  - 1. Provide the required notice to the utility owners and allow them to locate their facilities according to Georgia law. Field utility locations are valid for only ten days after original notice. The Contractor shall ensure, at the

time of any excavation that a valid utility location exists at the point of excavation.

2. Avoid utility damage and interruption by protecting it with means or methods recommended by the utility owner.
3. Maintain a log identifying when phone calls were made, who was called, area for which utility relocation was requested and work order number issued, if any. The Contractor shall provide the Engineer an updated copy of the log bi weekly, or more frequently if required.

### **3.02 Construction Along Highways, Streets and Roadways**

#### **A. Traffic Control**

1. The Contractor shall: provide, erect and maintain all necessary barricades; suitable and sufficient lights and other traffic control devices; provide qualified flagmen where necessary to direct traffic; take all necessary precautions for the protection of the work and the safety of the public.
2. Construction traffic control devices and their installation shall be in accordance with the current U.S. DOT Manual On Uniform Traffic Control Devices for Streets and Highways Section 104.05 and 107.07, and the Georgia Department of Transportation Standard Specification Section 107.09.
3. Placement and removal of construction traffic control devices shall be coordinated with the appropriate agencies a minimum of 48 hours in advance of the activity.
4. Placement of construction traffic control devices shall be scheduled ahead of associated construction activities. Construction time in street right of way shall be conducted to minimize the length of time traffic is disrupted. Construction traffic control devices shall be removed immediately following their useful purpose. Traffic control devices used intermittently, such as "Flagmen Ahead", shall be removed and replaced when needed.
5. Existing traffic control devices within the construction work zone shall be protected from damage. Traffic control devices requiring temporary relocation shall be located as near as possible to their original vertical and horizontal locations. Original locations shall be measured from reference points and recorded in a log prior to relocation. Temporary locations shall provide the same visibility to affected traffic as the original location. Relocated traffic control devices shall be reinstalled in their original locations as soon as practical following construction.
6. Construction traffic control devices shall be maintained in good repair, and shall be clean and visible to affected traffic for daytime and nighttime operation. Traffic control devices affected by the construction work zone shall be inspected daily.
7. Construction warning signs shall be black legend on an orange background. Regulatory signs shall be black legend on a white background. Construction sign panels shall meet the minimum reflective

requirements of the State Department of Transportation. Sign panels shall be of durable materials capable of maintaining their color, reflective character and legibility during the period of construction.

8. Channelization devices shall be positioned preceding an obstruction at a taper length as required by the current Manual On Uniform Traffic Control Devices for Streets and Highways, as appropriate for the speed limit at that location. Channelization devices shall be patrolled to insure that they are maintained in the proper position throughout their period of use.
- C. Construction Operations
1. Perform all work along highways, streets and roadways to minimize interference with traffic.
  2. Stripping: Where the work is along road right of way, strip and stockpile all sod, topsoil and other material suitable for right of way restoration.
  3. Shaping: Reshape damaged slopes, side ditches, and ditch lines immediately after completing backfilling operations. Replace topsoil, sod and any other materials removed from shoulders.
- D. Excavated Materials: Do not place excavated material along highways, streets and roadways in a manner which obstructs traffic. Sweep all scattered excavated material off the pavement in a timely manner.
- E. Drainage Structures: Keep all side ditches, culverts, cross drains, and other drainage structures clear of excavated material. Care shall be taken to provide positive drainage to avoid ponding or concentration of runoff.
- F. Landscaping Features: Landscaping features shall include, but are not necessarily limited to: fences; property corners; cultivated trees and shrubbery; manmade improvements; subdivision and other signs within the right of way and easement. The Contractor shall take extreme care in moving landscape features and promptly re establishing these features.
- G. Maintaining Highways, Streets, Roadways and Driveways
1. Maintain streets, highways, roadways and driveways in suitable condition for movement of traffic until completion and final acceptance of the work.
  2. During the time period between pavement removal and completing permanent pavement replacement, maintain highways, streets and roadways by the use of steel running plates. The edges of running plates shall have asphalt placed around their periphery to minimize vehicular impact. The backfill above the pipe shall be compacted, as specified elsewhere up to the existing pavement surface to provide support for the steel running plates. Steel running plates shall be designed to support H-20 traffic loadings.
  3. Furnish a road grader or front end loader for maintaining highways, streets, and roadways. Make the grader or front end loader available at all times.

4. Immediately repair all driveways that are cut or damaged. Maintain them in a suitable condition for use until completion and final acceptance of the work.

### **3.03 By-Pass Pumping**

- A. The installation methodology contemplated requires the temporary blocking and back-ups of sewers and sewage. Contractor shall be responsible to limit the extent and duration of such blockages and back-ups so that overflows and spillage onto public or private property and into storm sewers, waterways, and streets does not occur. In the event that such spillage or overflows do occur during the course of or as a result of the Work, the Contractor performing the Work shall immediately eliminate the spillage or overflow and, as necessary, remove the blockage and eliminate the back-up. On elimination of the spillage or overflow, the Contractor is to clean up and disinfect the area. Work to stop or contain such events is to be deemed EMERGENCY in nature and sufficient justification for total mobilization of resources, the use of overtime or double time, and any other reasonable measures to assure correction of the problem without delay. Damages arising from blockages, back-ups, spillage, or overflows of sewage during the course of the Work or because of the Work shall be the sole responsibility of the Contractor.
- B. Sewage flow shall be pumped around segments during the installation and testing of cured-in-place pipe, the televising of sewers and lateral service reinstatement.
- C. Pumping equipment shall have the capacity to convey 100% of peak flows around the construction area. The flow shall be intercepted at the upstream end of the construction area and shall be pumped through temporary piping of adequate size. The flow shall be discharged into a manhole on the downstream side of the construction area, thus by-passing the sewer segment(s) under construction. The Contractor shall be required to contact all residential and commercial customers whose service lines connect to the sewer main being bypassed and inform them that they will be temporarily out of service. The Contractor shall also advise those customers against water usage until the mainline is back in service. After completing the necessary work on the main line to allow its reuse, the Contractor shall advise those customers that the sewer main is back in service. The Contractor shall maintain a high degree of professionalism, both in workmanship and appearance, at all times. Should a condition arise that the Contractor cannot restore service within 12 hours of service interruption; the Contractor shall make provisions for pumping all flows within the service interruption area at no cost to the Owner.
- D. Open channels or trenches shall not be used to convey flow.
- E. A standby pump of the same capacity shall be required on site.
- F. The Contractor is responsible for paying all fines imposed for overflows or spills during construction.

### **3.04 Cured-In-Place-Pipe Rehabilitation**

- A. All reconstruction of existing gravity sewer mains using an approved CIPP Product and Installer shall be performed in strict accordance with this Specification and the latest revision of ASTM F1216. Where discrepancies exist,

or any latitude is either inferred or interpreted between this specification and ASTM product and process standards, this Specification shall govern.

- B. Pull-In and Inflate methods of CIPP installations, (reference ASTM F1743), will not be acceptable.
- C. The Contractor shall carry out his operations in strict accordance with all applicable OSHA standards. Particular attention is drawn to those safety requirements involving work on an elevated platform and entry into a confined space.
- D. The Owner will be responsible for locating and accessing all manholes and provide access to water hydrants for cleaning, inversion and other work items requiring water.
- E. All surfaces, which have been damaged by the Contractor's operations, shall be restored to a condition at least equal to that in which they were found immediately prior to the beginning of the Contractor's operations. Suitable materials and methods, acceptable to the Owner/Engineer, shall be used for such restoration. The restoration of existing property or structures shall be done as promptly as practicable and shall not be left until the end of the construction period. The cost for correcting damages resulting from the Contractor's actions shall be the responsibility of the Contractor.
- F. The tube shall be fabricated to a size that, when installed, will neatly fit the internal circumference of the conduit(s) designated for CIPP. Allowance shall be made for the circumferential stretching during insertion of the tube. After curing of the resin is completed, the hardened CIPP will extend from manhole to manhole of the section designated providing a structurally sound, corrosion-resistant, watertight conduit that excludes exfiltration and infiltration, is tight-fitting within the existing pipe, and is free of voids or annular spaces between the CIPP and the existing pipe walls. K-Factor for tightness shall equal 7.0 or greater. All terminations into manhole walls shall be watertight at the time of final inspection. No annular space shall be visible between the CIPP and manhole wall. In the event that an annular space is present, it shall be completely filled with epoxy or other suitable material to the satisfaction of the Owner/Engineer.
- G. The Contractor shall be responsible for determining the minimum length to effectively span the distance from the manhole to manhole and shall verify the length of the fabric tube in the field before the tube is either cut to length or wet-out with resin. The tube may run through one or more manholes with the approval of the Owner/Engineer.
- H. All active laterals, taps, or side connections will be reinstated from inside the rehabilitated pipe where possible. In smaller diameter pipe in which man-entry is not possible, side connections must be reinstated internally by suitable, TV-monitored, robotic cutting equipment. Cross-sections of the opening of the side connections must be reinstated by at least 95-percent of the original opening. Reinstated lateral service openings shall be brushed smooth to the satisfaction of the Owner/Engineer. Main-to-lateral connections shall be as watertight as possible to the satisfaction of the Owner/Engineer and verified as such via post CCTV inspection. The cost for correcting deficiencies discovered shall be the responsibility of the Contractor.
- I. Preliminary Preparation:

1. Cleaning of Sewers
  - a. Sewers shall be cleaned of all debris, roots and other materials that would inhibit proper inversion of CIPP.
  - b. Utilizing high-pressure jet cleaning equipment, several passes are completed to assure that all debris is removed from the pipe to the satisfaction of the Owner/Engineer.
  - c. Heavy cleaning of sewers shall be performed if roots are present which require the use of mechanical brushes or dragging devices or, if in the judgment of the Owner/Engineer, the pipe is more than 25% full of debris, the pipe shall be cleaned to the satisfaction of the Owner/Engineer.
2. Debris Disposal

All debris cleaned from the pipe shall be removed and disposed of at a dumpsite designated by the Owner at no additional cost to the Contractor. Debris shall not be allowed to wash into any other pipe segment either upstream or downstream from the pipe segment being cleaned.
3. Provision and Usage of Water

The Owner shall provide all water required to perform this Work. The Owner shall provide a fire hydrant meter at no cost to the Contractor beyond the normal security deposit for use on the Project. Contractor shall coordinate connection and usage limits and withdrawal locations with the Owner prior to construction.
4. Pre-Installation Video Inspection
  - a. Prior to installation of the CIPP, but not more than 48-hours prior to such installation, the section of sewer designated for CIPP is to be televised its full length using a remote television camera specifically designed for that purpose.
  - b. Inspection of the sewer pipe shall be performed by the Contractor's experienced personnel trained in location breaks and obstacles by CCTV inspection. Utilizing a color video inspection system with data recording capabilities, the entire pipe section to be lined shall be recorded in a Digital Format and two (2) copies produced. The interior of the pipe shall be carefully inspected to determine the location of any conditions, which may prevent the proper installation of the CIPP, and it shall be noted so that these conditions can be corrected. A DVD/CD-ROM and suitable log shall be submitted to the Owner.
  - c. Pre and post-installation videos and logs shall be submitted during the course of the Work. The television camera used for this purpose shall be operative in one hundred percent moisture conditions. Lighting for the camera shall be sufficient to yield a clear picture of the entire periphery of the pipe. The camera, television monitor, and other components of the video system shall be capable of producing a five hundred line resolution

picture. The camera's rate of travel shall not exceed 20 feet per minute. At each service, the camera shall come to a complete stop and the service shall be panned so that the entire cross-sectional area of the service is inspected. The footage meter count shall be clearly visible. Logs shall include date, line size, length, manhole numbers and project number, direction of camera travel, direction of flow, and any observed defects or comments. For each service the log should include the distance from manhole, its location (e.g. 9:00 or 2:00 o'clock), street address or parcel, and distance from mainline to cleanout. Videos between manhole segments shall be continuous; no breaks or "blink-outs" in the video shall be observed. The videos shall be in CD-ROM or DVD format.

- d. Sewer service connections shall also be TV inspected from within the sewer main, identifying all service connection locations and conditions. Conditions of service connections shall be noted in the log.
- e. The full cross-sectional area of the pipe shall be visible during video inspection except where misalignment of the sewer may have resulted in standing water in bellies or sags.
- f. If for any reason the camera becomes disabled inside the sewer and cannot further proceed, the Contractor will be responsible for retrieving the camera at no additional cost to the Owner.

5. Identification and Pre-measurement of Lateral Connections

A 360-degree Pan-and-Tilt view camera shall be used to inspect the pipe. At each connection the operator will stop and turn the camera lens toward the lateral thereby inspecting the first 8 to 12 inches of the lateral connection. The Contractor shall be responsible for determining if connection is active or inactive. For each existing service connection determined by the Contractor to be active, the Contractor shall determine the condition of the service connection to the main, make his recommendation for lateral connection repair, and record both items in his log.

6. Traffic Control

The Contractor shall be responsible for traffic control during the course of each phase of the Work. Prior to beginning Work, Contractor shall submit a traffic control plan for each section of Work for the review and approval. It is the intent that this Work is to be accomplished with as little disturbance to traffic, private property, and the public as is reasonably possible, consistent with timely completion thereof. The traffic control plan shall reflect such requirements where applicable. Signs, signals, and detours shall conform to the Georgia Department of Highways & Public Transportation requirements for streets and highways, latest edition. The Contractor shall have and maintain on site a sufficient supply of traffic cones and other traffic signaling devices, including trained and properly equipped flagmen, to safely control all traffic through the work zone(s). Road closures and / or detours will require advance scheduling and prior approval by the Owner/Engineer.

**3.05 Manhole Rehabilitation - Installation**

- A. Surface Preparation (All Levels)
1. The Contractor shall clean each sewer manhole to be restored and shall dispose of any debris or resulting material in a manner and place suitable to the Owner. Cleaning shall be performed using a high-pressure jet wash at a minimum of 3,500 psi water pressure to remove all dust, biological growths, grease, oils or any other surface contaminants or coatings.
  2. The Contractor shall immediately notify the Engineer of any coatings that cannot be removed and, upon the approval of the Engineer, may coarse sand the area(s) to rough up the surface sufficient to obtain and insure adequate bonding of the liner. Roots shall be removed by manually cutting them from inside the manhole.
  3. The Contractor shall conduct a visual inspection of each manhole after it is cleaned. All active hydrostatic leaks shall be plugged or sealed with an appropriate grout compatible with the lining. Injection grouting may be required to seal active leaks including existing leaks in invert channels and benches. All loose mortar and rubble of existing benches, walls and inverts shall be removed.
  4. The Contractor shall prepare the manhole as necessary by reshaping and repairing benches, inverts and walls where required including smoothing out irregular shaped corbel and chimney sections prior to any spray application. All interior surfaces shall be prepared as recommended by the lining system manufacturer. Minimum requirements of the Specification are as follows:
    - a. All cracks and voids must be repaired and filled with suitable non-shrinking cements, sealants or grouts, including all voids between existing sewer pipes and manhole walls. All patch repairs shall be smooth and even with the manhole wall.
    - b. All voids around existing manhole rungs, steps and anchors shall be filled.
    - c. All surfaces shall be suitably prepared for the required bonding of the liner as recommended by the manufacturer and acceptable to the Engineer.
  5. Prior to lining, the Engineer shall inspect and approve the surface preparation work. The Contractor shall notify the Engineer when the manholes are ready for inspection. The manhole lining shall be completed immediately after the Engineer's inspection or the manhole may need to be re-cleaned prior to spraying to remove accumulated debris on walls and benches.
- B. Installation of Cementitious Lining (Levels A & B)
1. The Contractor shall notify all property owners who discharge sewage directly into the manhole being rehabilitated at least 48 hours in advance, giving the date, starting and estimated completion time for the work being conducted and any anticipated impact to the property owner.

2. The Contractor shall bypass pump sewage flows around the manhole being rehabilitated while the work is being performed. A detailed bypass plan shall be submitted to the Engineer for approval before any work shall take place.
3. The Contractor shall furnish and install the cementitious lining in each manhole as designated on the Plans or as otherwise directed by the Engineer. The work shall be done in compliance with the manufacturer's recommendations, applicable ASTM standards and this Specification.
4. Manhole walls and benches shall be monolithically coated to the required thickness by spray-on methods in a single pass or application. Sprayed linings shall be troweled smooth after application.
5. The invert channel (where applicable and as directed by the Engineer) shall be coated with an appropriate quick-set grout in accordance with the manufacturer's instructions.
6. A complete watertight seal shall be provided at the pipe and manhole wall connections. The Contractor shall submit details of how watertight connections shall be made to the Engineer for approval prior to performing any work.
7. Manhole lining shall not be installed until all required mainline sewer rehabilitation and/or other manhole work is completed.

C. Installation of Resin-Based Manhole Lining (Level C)

1. After surface preparation is completed, the resin-based material shall be used to form the sprayed-on, structurally sound monolithic liner and shall cover all interior surfaces of the manhole including benches and inverts.
2. Covers shall be placed over all pipe openings to prevent excess material from entering the sewer system. Application of the liner shall not be made unless the ambient temperature inside the structure is 50 degrees F or higher.
3. The liner shall be manually sprayed on to all surfaces by a factory-certified, trained technician experienced in the application of a spray applied resin. Appropriate personal protection equipment shall be used with supplied air being utilized to the spray technician and other personnel in direct contact with the spray environment.
4. The minimum thickness of the material applied shall be no less than 250 mils (1/4-inch) in order to support structural integrity. No other products such as grouts, cements or sealants may be considered as part of the structural restoration. However, said products may be used as part of the repair and surface preparation process as outlined in Section 3.01 of this Specification.
5. Application of the spray applied material must be completed in one mobilization in order to minimize the disruption and cost of bypass pumping, pipeline plugging, traffic control and other ancillary services.

6. The spray shall be applied so that the entire structure receives a structurally sound, monolithic liner. The finished invert surfaces shall be smooth, free of ridges and bumps and will be sloped in the direction of flow. Special care shall be taken to insure a smooth transition between the new manhole invert and intersecting pipeline inverts so that flow will not be impaired.
7. The finished manhole may be returned to service immediately upon completion of the spray application.
8. The finished liner shall conform to the minimum physical properties listed in the following table:

Physical Property	ASTM Standard F 1216, Latest Revision	Minimum Value
Compressive Strength	ASTM D-695	10,500 psi
Tensile Strength	ASTM D-638	7,000 psi
Flexural Strength	ASTM D-790	12,000 psi
Flexural Modulus (Initial)	ASTM D-790	730,000 psi
Density		87 + pcf
Bond		Exceed tensile strength of substrate

9. The finished structure shall be corrosion resistant to:
  - a. Hydrogen Sulfide
  - b. 20% Sulfuric Acid
  - c. 17% Nitric Acid
  - d. 05% Sodium Hydroxide
  - e. All common ingredients normally associated with sanitary sewer environments
10. The wall of the resin-based liner shall be structurally designed to withstand the hydraulic load generated by the groundwater table and to restore structural integrity. The finished liner shall have long-term flexural modulus of elasticity (50-year) value of 500,000 psi and shall be certified by independent third-party testing.

### 3.06 Inspection and Testing

- A. Field Acceptance
  1. Field acceptance of manhole lining shall be based on the Engineer's field inspection and evaluation of the appropriate installation and curing test data. The lining shall provide a continuous monolithic surfacing with uniform thickness throughout the manhole interior. If the thickness is not uniform or is less than specified, it shall be repaired or replaced at no additional cost to the Owner.
  2. If the Engineer has to enter the manhole to inspect the work, the Contractor shall provide forced air ventilation, gas monitors, harnesses, lights, confined space entry, etc. for the Engineer or Owner to enter the manhole and perform the inspection in strict and complete accordance with OSHA requirements at no additional cost to the Owner.
- B. Preparation of Test Samples

1. Samples shall be taken of the installed liner each day that the lining is installed in the following manner:

Number of Manholes Lined in One Day	Number of Samples Taken
1 – 5	1
6 – 10	2
11 – 15	3
16 or more	4

2. Samples shall be taken at equally spaced intervals throughout the workday. The frequency of tests may be increased by the Engineer and performed by the Contractor at no additional cost to the Owner when the required tests indicate that the installed lining does not meet the Specification.

C. Strength & Bonding Testing Procedures

Samples shall be cube samples. A minimum of six (6) cubes shall be taken for each sample testing. The samples shall be tested in accordance with the applicable ASTM standards to verify that the installed liner meets the compressive strength requirements specified herein and the lining manufacturer’s published product data. Tests shall include 7-day and 28-day strength tests (3 cubes for each time period per sample). Shrinkage and bond strength tests shall be performed on each batch or lot of material shipped to the Contractor. Testing shall be performed by an independent laboratory with all associated costs paid by the Contractor. The test results shall be submitted to the Engineer immediately when available and no later than 30 days after lining installation.

D. Vacuum Testing

1. All manholes shall be vacuum tested when ALL manhole rehabilitation is completed. Manholes shall not be tested until at least 7 days after installation of lining.
2. Vacuum testing shall be performed in accordance with ASTM C 1244.
3. The Engineer or Owner shall be present for all testing. The Contractor shall notify the Engineer 48 hours prior to testing.
4. The Contractor shall submit test reports of the testing which include: the project name, manhole tested, testing data (vacuum pressure, duration of test, etc.) and whether the manhole passed or failed the test. Test reports must be submitted citing the reason for failure noted on the report.
5. Any manhole failing the test shall be repaired and retested immediately by the Contractor at no additional cost to the Owner.

E. Finished Lining Systems

1. There shall be no groundwater infiltration or other leakage (active or previously active) through the manhole walls, benches, inverts or pipe connections at the manhole after it has been lined.

2. If leakage is detected, it shall be eliminated with an appropriate cement mortar, grout or sealant as recommended by the manufacturer and approved by the Engineer at no additional cost to the Owner. Injection grouting may be required to stop leaks around or in invert channels, pipe connections and benches.
3. The Engineer's decision on how defective lining shall be final. If any defective lining after it has been installed or during the warranty period, it shall be repaired or replaced in a manner satisfactory to the Engineer and at no additional cost to the Owner.
4. Payment shall not be made for the installed lining until:
  - a. The manhole passes the vacuum test
  - b. The final post-rehabilitation CCTV showing installed CIPP connecting to the manhole as specified elsewhere in the Specification.

F. Reference Standards

The following American Society for Testing and Materials (ASTM) standards are referenced herein:

ASTM C 78 Standard Test Method for Flexural Strength of Concrete

ASTM C 94 Standard Test for Ready Mix Concrete

ASTM C 109 Standard Test Method for Compressive Strength of Hydraulic Cement Mortars

ASTM C 234 Standard Test Method for Comparing Concretes on the Basis of the Bond Developed with Reinforcing Steel

ASTM C 267 Standard Test Method for Chemical Resistance of Mortars, Grouts and Monolithic Surfaces

ASTM C 321 Standard Test Method for Bond Strength of Chemical Resistant Mortars

ASTM C 496 Standard Test Method for Splitting Tensile Strength of Cylindrical Concrete Specimens

ASTM C 596 Standard Test Method for Drying Shrinkage of Mortars Containing Portland cement

ASTM C 666 Standard Test Method for Resistance of Concrete to Rapid Freezing and Thawing

ASTM C 882 Standard Test Method for Bond Strength of Epoxy-Resin Systems Used with Concrete by Slant Shear

ASTM C 952 Standard Test Method for Bond Strength of Mortar to Masonry Units

ASTM C 1244 Standard Test Method for Concrete Sewer Manholes by the Negative Pressure (Vacuum) Test

ASTM D 638 Standard Test Method for Tensile Properties of Plastics

ASTM D 790 Standard Test Method for Flexural Properties of Unreinforced and Reinforced Plastics

G. Cured-In-Place-Pipe: The materials and processes must be reasonably available for pre-inspection, during installation, and post-installation inspections. Areas which require inspection include (but are not limited to) the following:

1. Materials used in the tube should exhibit sufficient transparency enough to allow visual inspection to assure the quality of resin-impregnation.
2. Temperature-sensing devices, such as thermocouples, shall be located between the existing pipe and the CIPP pipe to ensure complete cure of the entire wall thickness. After completion of the lining process and reinstatement of service connections, the installation shall be inspected with a 360° integral lighthouse camera. This post-installation television inspection is to take place within 24-hours after completion of each section. No Work shall be accepted that fails this post-installation television inspection. Post installation videos shall be provided to the Owner within 24-hours after their completion. Post construction videos shall be submitted to the Owner before final invoices, including retainage, are released.
3. All workmanship and materials will meet the standards of the industry. The finished CIPP shall be continuous over the length of pipe between two manholes and shall be an impermeable, joint-less conduit, free from visual defects such as foreign inclusions, dry spots, pin holes, lifts, or delamination. Wrinkles in the CIPP, (other than minor, longitudinal pressure wrinkles) will not be acceptable. The Owner/Engineer shall determine as to the acceptability of pressure wrinkling with that decision being final. In the event the finished liner does not fit tightly against the original pipe at its termination point(s), the space between the liner and the pipe shall be made watertight, utilizing manhole end seals, hydro-tite gaskets, or approved equal.

H. Acceptance Testing of CIPP

1. The Owner/Engineer may, at their discretion, direct the Contractor to collect samples of the cured CIPP for laboratory determination of flexural strength, flexural modulus and wall thickness for each test sample during the execution of this Contract. These three individual analyses shall comprise one completed test. All samples shall be collected per the sampling protocols set forth in ASTM F-1216.
2. Upon notification by the Engineer, the Contractor shall remove one restrained sample of the installed liner at least 12 inches in length for testing. For sewers 15 inches and larger, plate samples may be taken and cured in the same water as the installed CIPP. For each sample taken, the Contractor shall cut and deliver a 1-inch wide representative sample (taken at least 2 inches from the end of the specimen) to the Engineer. The sample delivered to the Engineer shall be labeled and removed from any restraining mold. The Engineer may return such samples to the Contractor for disposal.

3. The tests shall be used to verify that the installed CIPP meets these specifications. CIPP thickness shall be measured in accordance with ASTM D5813. Flexural properties shall be determined per ASTM D790. The Contractor shall label and date all samples and deliver the samples directly to the Owner/Engineer. All testing shall be performed by an independent, ASTM-certified testing laboratory of the Owner/Engineer's designation and at the Owner's expense. Payment to the Contractor shall be withheld pending the Owner/Engineer's acceptance of the CIPP test results.F
4. Any liner that does not meet the specified strength and/or thickness requirements, regardless of the amount below the specified requirements, shall be corrected by the Contractor in a manner approved by the Owner/Engineer at no additional cost to the Owner. The Owner/Engineer's decision on how to correct deficient CIPP installations shall be final.

### **3.07 Protection and Restoration Of Work Area**

- A. General: Return all items and all areas disturbed, directly or indirectly by work under these Specifications, to their original condition or better, as quickly as possible after work is started.
  1. The Contractor shall plan, coordinate, and prosecute the work such that disruption to personal property and business is held to a practical minimum.
  2. Prepare photographic documentation of sensitive areas along the project route/site to document conditions existing prior to project construction.
  3. All construction areas abutting lawns and yards of residential or commercial property shall be restored promptly. Backfilling of underground facilities, ditches, and disturbed areas shall be accomplished on a daily basis as work is completed. Finishing, dressing, and grassing shall be accomplished immediately thereafter, as a continuous operation within each area being constructed and with emphasis placed on completing each individual yard or business frontage. Care shall be taken to provide positive drainage to avoid ponding or concentration of runoff.
  4. Handwork, including raking and smoothing, shall be required to ensure that the removal of roots, sticks, rocks, and other debris is removed in order to provide a neat and pleasing appearance.
  5. The County or the Georgia Department of Transportation will be authorized to stop all work by the Contractor on its right-of-way when restoration and cleanup are unsatisfactory and to require appropriate remedial measures.
- B. Man Made Improvements: Protect, or remove and replace with the Engineer's approval, all fences, walkways, mail boxes, pipe lines, drain culverts, power and telephone lines and cables, property pins and other improvements that may be encountered in the work.

- C. Cultivated Growth: Do not disturb cultivated trees or shrubbery unless approved by the Engineer. Any such trees or shrubbery, which must be removed, shall be heeled in and replanted under the direction of an experienced nurseryman.
- D. Cutting of Trees: Do not cut trees for the performance of the work except as absolutely necessary. Protect trees that remain in the vicinity of the work from damage from equipment. Do not store spoil from excavation against the trunks. Remove excavated material stored over the root system of trees within 30 days to allow proper natural watering of the root system. Repair any damaged tree over 3 inches in diameter, not to be removed, under the direction of an experienced nurseryman. All trees and brush that require removal shall be promptly and completely removed from the work area and disposed of by the Contractor. No stumps, wood piles, or trash piles will be permitted on the work site.
- E. Disposal of Rubbish: Dispose of all materials cleared and grubbed during the construction of the project in accordance with the applicable codes and rules of county, state and federal regulatory agencies.
- F. Swamps and Other Wetlands
1. The Contractor shall not construct permanent roadbeds, berms, drainage structures or any other structures, which alter the original topographic features within the easement.
  2. All temporary construction or alterations to the original topography will incorporate measures to prevent erosion into the surrounding swamp or wetland. All areas within the easement shall be returned to their original topographic condition as soon as possible after work is completed in the area. All materials of construction and other non native materials shall be disposed by the Contractor.
  3. The Contractor shall provide temporary culverts or other drainage structures, as necessary, to permit the free migration of water between portions of a swamp, wetland or stream, which may be temporarily divided by construction.
  4. The Contractor shall not spread, discharge or dump any fuel oil, gasoline, pesticide, or any other pollutant to adjacent swamps or wetlands.
- G. Bypassing or spilling wastewater onto the ground, into the trench, or into adjacent waters is prohibited.
- H. Dust Control: The Contractor shall use all means necessary to control dust on and near the work, and on and near all off-site borrow areas when dust is caused by the operations during performance of the work or if resulting from the condition in which the subcontractor leaves the site. The Contractor shall thoroughly moisten all surfaces as required to prevent dust being a nuisance to the public, neighbors, and concurrent performance of work on the site.

END OF SECTION

**Part 1 General****1.01 Scope**

The work covered by this Section shall consist of furnishing and installing service connections in the sewers, of the size and type shown on the Drawings and specified herein.

**Part 2 Products****2.01 Materials**

- A. Service connections shall be made at the top or from the side at 45 degrees of the sewer line using 8-inch diameter pipe as shown on the Drawings. Service pipe shall be of the same material and quality as the main sewer line.
- B. Riser connections shall be required when the main sewer line is 10 feet or more below finished grade, unless otherwise directed by the Engineer.
- C. The service connection shall extend from the sewer line to the edge of the permanent easement or right-of-way and be plugged.
- D. If the service connection ends in rock, the Contractor shall excavate the rock an additional 10 feet beyond the plugged end.
- E. Connection of service lines or risers to sewer line shall be by means of standard tees or wyes, or as indicated on the Drawings.

**Part 3 Execution****3.01 Installation**

Install standard wye in locations shown on drawings or where designated by the Engineer. Install 6" DIP service line up to right-of-way with clean out connections. Clean out riser pipe shall stop at 4 inches above ground surface and shall have threaded-in cap. Record the location of wye connection and clean out on a copy of the contract drawings to be submitted as Record drawings, and on the report form provided by the County.

END OF SECTION



**Part 1 General****1.01 Scope**

- A. The work covered by this Section consists of furnishing all labor, equipment and material required to place topsoil, seed, commercial fertilizer, agricultural limestone and mulch material, including seedbed preparation, harrowing, compacting and other placement operations on graded earthen areas as described herein and/or shown on the Drawings. In general, seeding operations shall be conducted on all newly graded earthen areas not covered by structures, pavement or sidewalks; all cleared or grubbed areas which are to remain as finish grade surfaces; and on all existing turf areas which are disturbed by construction operations and which are to remain as finish grade surfaces. Areas disturbed by borrow activities shall also be seeded according to these Specifications.
- B. The work shall include temporary seeding operations to stabilize earthen surfaces during construction or inclement weather and to minimize stream siltation and erosion. Temporary seeding shall be performed at the times and locations as directed by the Engineer.

**1.02 Quality Assurance**

- A. Prior to seeding operations, the Contractor shall furnish to the Engineer labels or certified laboratory reports from an accredited commercial seed laboratory or a state seed laboratory showing the analysis and germination of the seed to be furnished. Acceptance of the seed test reports shall not relieve the Contractor of any responsibility or liability for furnishing seed meeting the requirements of this Section.
- B. Prior to topsoil operations, the Contractor shall obtain representative samples and furnish soil test certificates including textural, pH, and organic analysis from the State University Agricultural Extension Services or other certified testing laboratory.

**Part 2 Products****2.01 Acceptable Manufacturers**

All materials shall conform to the requirements and standards of this Section.

Wood-cellulose fiber mulch shall be manufactured by Weyerhaeuser Company or Conway Corporation.

**2.02 Topsoil**

- A. Utilizing designated stockpiles or borrow areas on site, the Contractor shall place a minimum of 4-inches of topsoil over all graded earthen areas and over any other areas to be seeded. Sources of topsoil shall be approved by the Engineer prior to disturbance. Importing topsoil from offsite sources shall be at the discretion of the Engineer and shall be justification for additional compensation to the Contractor. A change order properly authorized by the Owner shall be agreed upon prior to importing offsite topsoil. No additional compensation will be allowed for spreading of topsoil.

- B. Topsoil shall be a friable loam containing a large amount of humus and shall be original surface soil of good, rich, uniform quality, free from any material such as hard clods, stiff clay, hardpan, partially disintegrated stone, pebbles larger than 1/2-inch in diameter, lime, cement, bricks, ashes, cinders, slag, concrete, bitumen or its residue, boards, sticks, chips or other undesirable material harmful or unnecessary to plant growth. Topsoil shall be reasonably free from perennial weeds and shall not contain objectionable plant material, toxic amounts of either acid or alkaline elements or vegetable debris undesirable or harmful to plant life.
- C. Topsoil shall be natural topsoil without admixture of subsoil material, and shall be classifiable as loam, silt loam, clay loam, sandy loam or a combination thereof. The pH shall range from 5.5 to 7.0. Topsoil shall contain not less than five percent nor more than 20 percent, by weight, of organic matter as determined by loss on ignition of oven-dried samples to 65 degrees C.

### **2.03 Seed**

- A. Seed shall be delivered in new bags or bags that are sound and labeled in accordance with the U.S. Department of Agriculture Federal Seed Act.
- B. All seed shall be from the last crop available at time of purchase and shall not be moldy, wet or otherwise damaged in transit or storage.
- C. Seed shall bear the growers analysis testing to 98 percent for purity and 90 percent for germination. At the discretion of the Engineer, samples of seed may be taken for verification against the grower's analysis.
- D. Species, rate of seeding, fertilization and other requirements are shown on Table 1.

### **2.04 Fertilizer and Liming Materials**

- A. Fertilizer and liming materials shall comply with applicable state, local and federal laws concerned with their production and use.
- B. Commercial fertilizer shall be a ready mixed material equivalent to the grade or grades specified in Table 1. Container bags shall have the name and address of the manufacturer, the brand name, net weight and chemical composition.
- C. Agricultural limestone shall be a pulverized dolomitic limestone having a calcium carbonate content of not less than 85 percent by weight. Agricultural limestone shall be crushed so that at least 85 percent of the material will pass a No. 10 mesh screen and 50 percent will pass a No. 40 mesh screen.

### **2.05 Mulch Material**

- A. All mulch materials shall be air dried and reasonably free of noxious weeds and weed seeds or other materials detrimental to plant growth.
- B. Mulch shall be composed of wood cellulose fiber, straw or stalks, as specified herein. Mulch shall be suitable for spreading with standard mulch blowing equipment.

- C. Straw mulch shall be partially decomposed stalks of wheat, rye, oats or other approved grain crops.
- D. Stalks shall be the partially decomposed, shredded residue of corn, cane, sorghum or other approved standing field crops.

#### **2.06 Mulch Binder**

- A. Mulch on slopes exceeding 3 to 1 ratio shall be held in place by the use of an approved mulch binder. The mulch binder shall be non-toxic to plant life and shall be acceptable to the Engineer.
- B. Emulsified asphalt binder shall be Grade SS-1, ASTM D 977. Cutback asphalt binder shall be Grade RC 70 or RC 250.

#### **2.07 Legumes**

All leguminous seed shall be inoculated prior to seeding with a standard culture of nitrogen-fixing bacteria that is adapted to the particular seed involved.

#### **2.08 Water**

Water shall be clean, clear water free from any objectionable or harmful chemical qualities or organisms and shall be furnished by the Contractor.

### **Part 3 Execution**

#### **3.01 Securing and Placing Topsoil**

- A. Topsoil shall be secured from areas from which topsoil has not been previously removed, either by erosion or mechanical methods. Topsoil shall not be removed to a depth in excess of the depth approved by the Engineer.
- B. The area or areas from which topsoil is secured shall possess such uniformity of soil depth, color, texture, drainage and other characteristics as to offer assurance that, when removed the product will be homogeneous in nature and will conform to the requirements of these Specifications.
- C. All areas from which topsoil is to be secured, shall be cleaned of all sticks, boards, stones, cement, ashes, cinders, slag, concrete, bitumen or its residue and any other refuse which will hinder or prevent growth.
- D. In securing topsoil from a designated pit, or elsewhere, should strata or seams of material occur which do not come under the requirements for topsoil, such material shall be removed from the topsoil or if required by the Engineer, the pit shall be abandoned.
- E. Before placing or depositing topsoil upon any areas, all improvement within the area shall be completed, unless otherwise approved by the Engineer.
- F. The areas in which topsoil is to be placed or incorporated shall be prepared before securing topsoil for use.

**3.02 Seedbed Preparation**

- A. Before fertilizing and seeding, the topsoil surfaces shall be trimmed and worked to true line from unsightly variation, bumps, ridges and depressions and all detrimental material, roots and stones larger than 3-inches in any dimension shall be removed from the soil.
- B. Not earlier than 24 hours before the seed is to be sown, the soil surface to be seeded shall be thoroughly cultivated to a depth of not less than 4-inches with a weighted disc, tiller, pulvimixer or other equipment, until the surface is smooth and in a condition acceptable to the Engineer.
- C. If the prepared surface becomes eroded as a result of rain or for any other reason, or becomes crusted before the seed is sown, the surface shall again be placed in a condition suitable for seeding.
- D. Ground preparation operations shall be performed only when the ground is in a tillable and workable condition, as determined by the Engineer.

**3.03 Fertilization and Liming**

- A. Following seedbed preparation, fertilizer shall be applied to all areas to be seeded so as to achieve the application rates shown on Table 1.
- B. Fertilizer shall be spread evenly over the seedbed and shall be lightly harrowed, raked, or otherwise incorporated into the soil for a depth of 1-inch.
- C. Fertilizer need not be incorporated in the soil as specified above when mixed with seed in water and applied with power sprayer equipment. The seed shall not remain in water containing fertilizer for more than 30 minutes when a hydraulic seeder is used.
- D. Agricultural limestone shall be thoroughly mixed into the soil according to the rates shown on Drawings. The specified rate of application of limestone may be reduced by the Engineer if pH tests indicate this to be desirable. It is the responsibility of the Contractor to obtain such tests and submit the results to the Engineer for adjustment in rates.
- E. It is the responsibility of the Contractor to make one application of a maintenance fertilizer according to the recommendations listed in Table 1.

**3.04 Seeding**

- A. Seed of the specified group shall be sown as soon as preparation of the seedbed has been completed. No seed shall be sown during high winds, nor until the surface is suitable for working and is in a proper condition. Seeding shall be performed during the dates shown in Table 1 unless otherwise approved by the Engineer. Seed mixtures may be sown together provided they are kept in a thoroughly mixed condition during the seeding operation.
- B. Seed shall be uniformly sown by any approved mechanical method suitable for the slope and size of the areas to be seeded, preferably with a broadcast type seeder, windmill hand seeder or approved mechanical power drawn seed drills.

Hydro-seeding and hydro-mulching may be used on steep embankments, provided full coverage is obtained. Care shall be taken to adjust the seeder for seedings at the proper rate before seeding operations are started and to maintain their adjustment during seeding. Seed in hoppers shall be agitated to prevent segregation of the various seeds in a seeding mixture.

- C. Immediately after sowing, the seeds shall be covered and compacted to a depth of 1/8 to 3/8-inch by a cultipacker or suitable roller.
- D. Leguminous seeds shall be inoculated prior to seeding with an approved and compatible nitrogen-fixing inoculant in accordance with the manufacturer's mixing instructions.

### **3.05 Mulching**

A. All seeded areas shall be uniformly mulched in a continuous blanket immediately after seeding. The mulch shall be applied evenly so as to permit sunlight to penetrate and the air to circulate and at the same time shade the ground, reduce erosion and conserve soil moisture. Approximately 45 percent of the ground shall be visible through the mulch blanket.

B. One of the following mulches shall be spread evenly over the seeded areas at the following application rates:

1. Wood Cellulose Fiber: 1,400 pounds/acre.
2. Straw: 4,000 pounds/acre.
3. Stalks: 4,000 pounds/acre.
4. These rates may be adjusted at the discretion of the Engineer at no additional cost to the Owner, depending on the texture and condition of the mulch material and the characteristics of the seeded area.

- C. Mulch on slopes greater than 3 to 1 ratio shall be held in place by the use of an approved mulch binder. Binder shall be thoroughly mixed and applied with the mulch. Emulsified asphalt or cutback asphalt shall be applied at the approximate rate of five gallons per 1,000 square feet as required to hold the mulch in place.
- D. The Contractor shall cover structures, poles, fences and appurtenances if the mulch binder is applied in such a way that it would come in contact with or discolor the structures.
- E. Mulch and binder shall be applied by suitable blowing equipment at closely controlled application rates in a manner acceptable to the Engineer.

### **3.06 Watering**

- A. The Contractor shall be responsible for maintaining the proper moisture content of the soil to insure adequate plant growth until a satisfactory stand is obtained. If necessary, watering shall be performed to maintain an adequate water content in the soil.

- B. Watering shall be accomplished by hoses, tank truck or sprinklers in such a way to prevent erosion, excessive runoff and over-watered spots.

**3.07 Maintenance**

- A. Upon completion of seeding operations, the Contractor shall clear the area of all equipment, debris and excess material and the premises shall be left in a neat and orderly condition.
- B. The Contractor shall maintain all seeded areas without additional payment until final acceptance of the work by the Owner, and any regrading, refertilizing, reliming, reseeding or remulching shall be done at Contractor's own expense. Seeding work shall be repeated on defective areas until a satisfactory uniform stand is accomplished. Damage resulting from erosion, gulleys, washouts or other causes shall be repaired by filling with topsoil, compacting and repeating the seeding work at Contractor's expense.

TABLE 1  
SEEDING REQUIREMENTS

Sowing Season	Species	Rates per 1,000 Square Feet		
		Seed	Fertilizer	Lime
3/15 - 8/14	Common Bermuda (hulled) (Giant Bermuda Seed, including NK-37 is not acceptable)	2lbs.	35 lbs. 6-12-12	25 lbs.
	Annual Ryegrass	2 lbs.		
	Total	4 lbs.		
8/15 - 3/14	Common Bermuda (unhulled)	2lbs.	45 lbs. 6-12-12	25 lbs.
	Annual Ryegrass	2 lbs.		
	Total	4 lbs.		

END OF SECTION

**Part 1            General****1.01            Scope**

Sodding shall consist of establishing certain critical areas with sod as designated on the Drawings.

**Part 2            Products****2.01            Sod**

- A. Sod shall consist of a live, dense, well-rooted growth of turf grass species as noted on the Drawings. The sod shall be free from Johnson grass, nut grass and other obnoxious grasses and shall be of suitable character for the purpose intended and for the soil in which it is to be planted. It shall be un-injured at the time of planting.
- B. Sod shall be uniform in thickness, having not over 2-inches or less than 1-inch of soil.
- C. Sod strips shall have a consistent width of 12 or 18-inches.

**2.02            Fertilizer**

- A. Fertilizer (10-10-10) used in connection with sodding, shall contain 10 percent nitrogen, 10 percent phosphoric acid and 10 percent potash. The fertilizer shall be furnished in standard containers with the name, weight and guaranteed analysis of the contents clearly marked. The containers shall ensure proper protection in handling and transporting the fertilizer. All commercial fertilizer shall comply with local, state and federal fertilizer laws.
- B. Ammonium nitrate shall be a standard commercial product, shall conform to the requirements for other commercial fertilizers as specified above, and shall have a minimum of 32-1/2 percent nitrogen.

**2.03            Lime**

Agricultural limestone shall be dolomitic and contain not less than 85 percent of calcium carbonate and magnesium carbonate combined, and shall be crushed so that at least 85 percent will pass the No. 10 mesh sieve and 50 percent will pass a No. 40 mesh screen.

**2.04            Weather Limitations**

Sod shall be planted only when the soil is moist and favorable to growth. No planting shall be done between October 1 and April 1 unless weather and soil conditions are considered favorable and permission is granted by the Engineer.

**Part 3            Execution****3.01            Sodding**

- A. The area to be sodded shall be constructed to the lines and grades indicated on the Drawings or as directed by the Engineer, and the surface loosened to a depth

of not less than 3-inches with a rake or other device. If necessary, it shall be sprinkled until saturated at least 1-inch in depth and kept moist until the sod is place thereon. Immediately before placing the sod, the fertilizer shall be uniformly applied at the rate of 12 pounds of Grade 10-10-10, or equivalent, per 1,000 square feet. Agricultural limestone shall be applied at the rate of 50 pounds per 1,000 square feet.

- B. The entire area shall be thoroughly covered with sod. The sod shall be placed on the prepared surface with the edges in close contact and, as far as possible, with staggered joints.
- C. The sod shall be maintained moist from time of removal until reset but shall be placed as soon as practicable after removal from place where growing. Immediately after placing it shall be rolled with a light- weight roller or hand tamped to the satisfaction of the Engineer.
- D. Sod on slopes steeper than 3 to 1 shall be held in place by wooden pins about 1-inch square and 6-inches long, driven through the sod into the soil until they are flush with the top of the sod.

### **3.02 Watering and Maintenance**

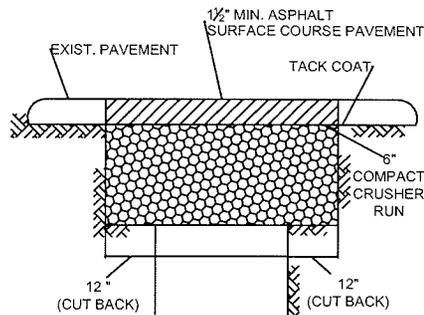
- A. The sod shall be watered as directed by the Engineer for a period of two weeks after which ammonium nitrate shall be applied at the rate of three pounds per 1,000 square feet and the sod given a final watering.
- B. The Contractor shall not allow any equipment or material to be placed on any planted area and shall erect suitable barricades and guards to prevent Contractor's equipment, labor or the public from traveling on or over any area planted with sod.
- C. It shall be the obligation of the Contractor to secure a satisfactory growth of grass before final acceptance of the Project.

END OF SECTION

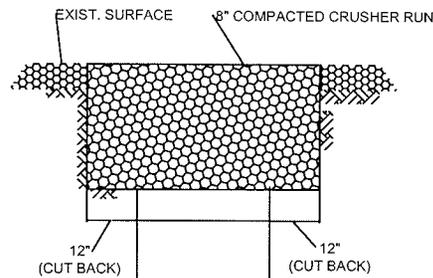
# **EXHIBITS**

## **Fulton County Standard Details for Sewer Construction**

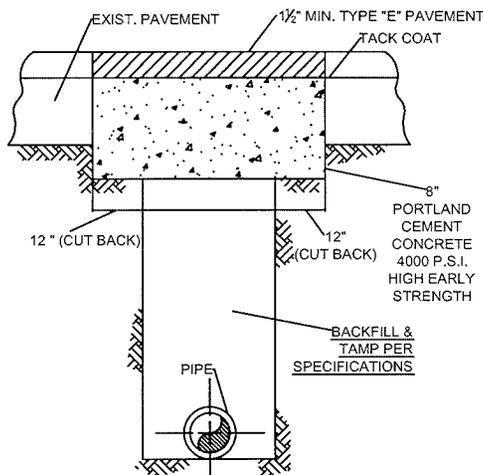




TYPE "A" CUT REPAIR DETAIL  
T & G OR ASPHALT RDS. (DRIVEWAYS, A-30)



TYPE "B" CUT REPAIR DETAIL  
DIRT OR GRAVEL RDS. (DRIVEWAYS, A-30)



TYPE "C" CUT REPAIR DETAIL  
GEORGIA D.O.T. AND FULTON CO.

**NOTES:**

1. ALL MATERIALS AND METHODS OF INSTALLATION SHALL COMPLY WITH THE GA. D.O.T.'S "STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION", 1983 EDITION OR LATEST REVISION THERETO.
2. FOR TYPE "C", THE CONTRACTOR SHALL COVER THE POURED CONCRETE WITH STEEL PLATES A MINIMUM OF 24 HOURS TO ALLOW ADEQUATE SET-UP.
3. CONTRACTOR'S TRAFFIC CONTROL PLAN MUST BE APPROVED BY THE AUTHORITY HAVING JURISDICTION BEFORE WORK BEGINS.
4. FINAL APPROVAL OF CONTRACTOR'S PAVEMENT CUT REPAIRS RESIDES WITH THE AUTHORITY HAVING JURISDICTION. CONTRACTOR SHALL MEET ALL REQUIREMENTS OF SAID AUTHORITY.

FULTON COUNTY STANDARD DETAIL 109  
PAVEMENT CUT REPAIRS  
TYPE A, B & C

DATE	REVISIONS	DATE	REVISIONS

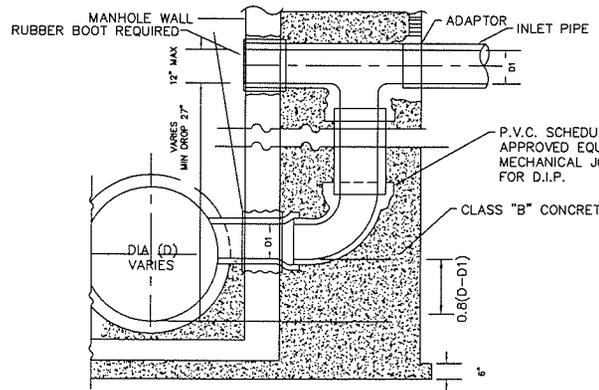
DGS/DRN/CHKD: CMS  
APPROVED: REW  
DATE: 12-2-05



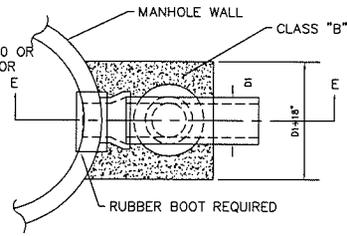
FULTON COUNTY PUBLIC WORKS  
141 PRYOR ST. ATLANTA, GA. 30303  
404-730-7400 FAX: 404-224-0498

DRAWING NO.  
109

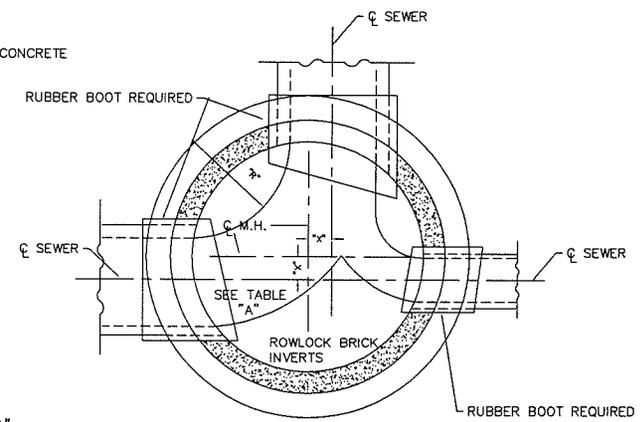




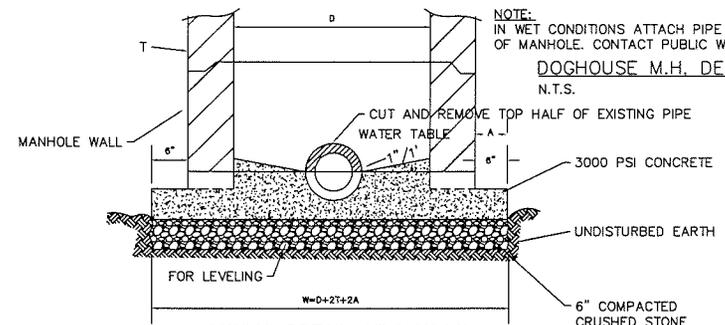
**SECTION E-E**  
N.T.S. TYPICAL VERTICAL DROP INLET AT MANHOLE (OUTSIDE DROP)



**PART PLAN**



**SECTIONAL PLAN**  
N.T.S.



**TYPICAL DETAIL AT MANHOLE CONSTRUCTED OVER EXISTING PIPE**  
N.T.S.

**NOTE:**  
IN WET CONDITIONS ATTACH PIPE INSIDE OF MANHOLE. CONTACT PUBLIC WORKS.  
**DOGHOUSE M.H. DETAIL**  
N.T.S.

**TABLE \"A\"**

STANDARD PRECAST MANHOLES				
SCHEDULE OF GOVERNING DIMENSIONS				
PIPE SIZE	ANGLE	M.H. DIAMETER	\"R\"	\"X\"
8\" thru 12\"	0' to 90'	4'	1'-0"	0"
15"	0' to 60'	4'	1'-3"	0"
15"	60' to 90'	4'	1'-3"	6"
18"	0' to 60'	4'	1'-6"	0"
18"	60' to 90'	4'	1'-4"	8"
21"	0' to 60'	4'	1'-9"	0"
21"	60' to 90'	5'	1'-9"	9"
24"	0' to 60'	4'	2'-0"	0"
24"	60' to 90'	5'	1'-6"	9"
27"	0' to 60'	5'	2'-3"	0"
27"	60' to 90'	6'	2'-0"	1'-0"
30"	0' to 60'	5'	2'-6"	0"
30"	60' to 90'	6'	1'-9"	8"
36"	0' to 90'	PRE-BED PIPE, M.H. BASE & ELBOW UNIT		

FULTON COUNTY STANDARD DETAIL 115  
STANDARD SEWER MANHOLES  
PRECAST CONCRETE

DATE	REVISIONS	DATE	REVISIONS

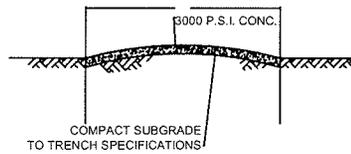
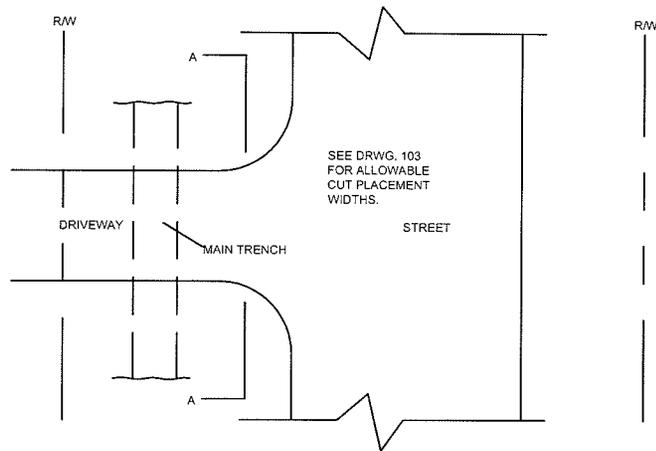
DGS/DRN/CHKD: REB  
APPROVED: REW  
DATE: 12-2-05



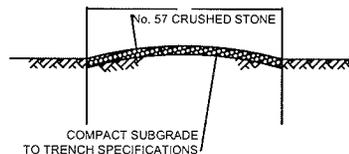
FULTON COUNTY PUBLIC WORKS  
141 PRYOR ST. ATLANTA, GA. 30303  
404-730-7400 FAX: 404-224-0498

DRAWING NO.  
115





CONCRETE  
"A" - "A"

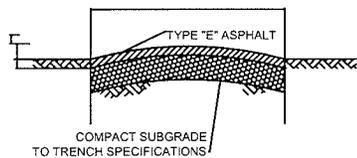


GRAVEL  
"A" - "A"

-- FINISH SURFACE OF REPAIRED AREA TO MATCH EXISTING SURFACE. EDGES OF CUT TO BE SAWN VERTICAL. EXPANSION MATERIAL TO BE USED AS DIRECTED.

NOTE:

1. FINISHED GRADE TO BE FLUSH WITH THE EDGE OF THE DRIVE - TYPICAL ALL DRIVES.



ASPHALT  
"A" - "A"

(SEE DRWG. 110 FOR STREET CUT REPAIRS)

FULTON COUNTY STANDARD DETAIL 131  
DRIVEWAY CUT REPAIRS CONCRETE, GRAVEL & ASPHALT

DATE	REVISIONS	DATE	REVISIONS

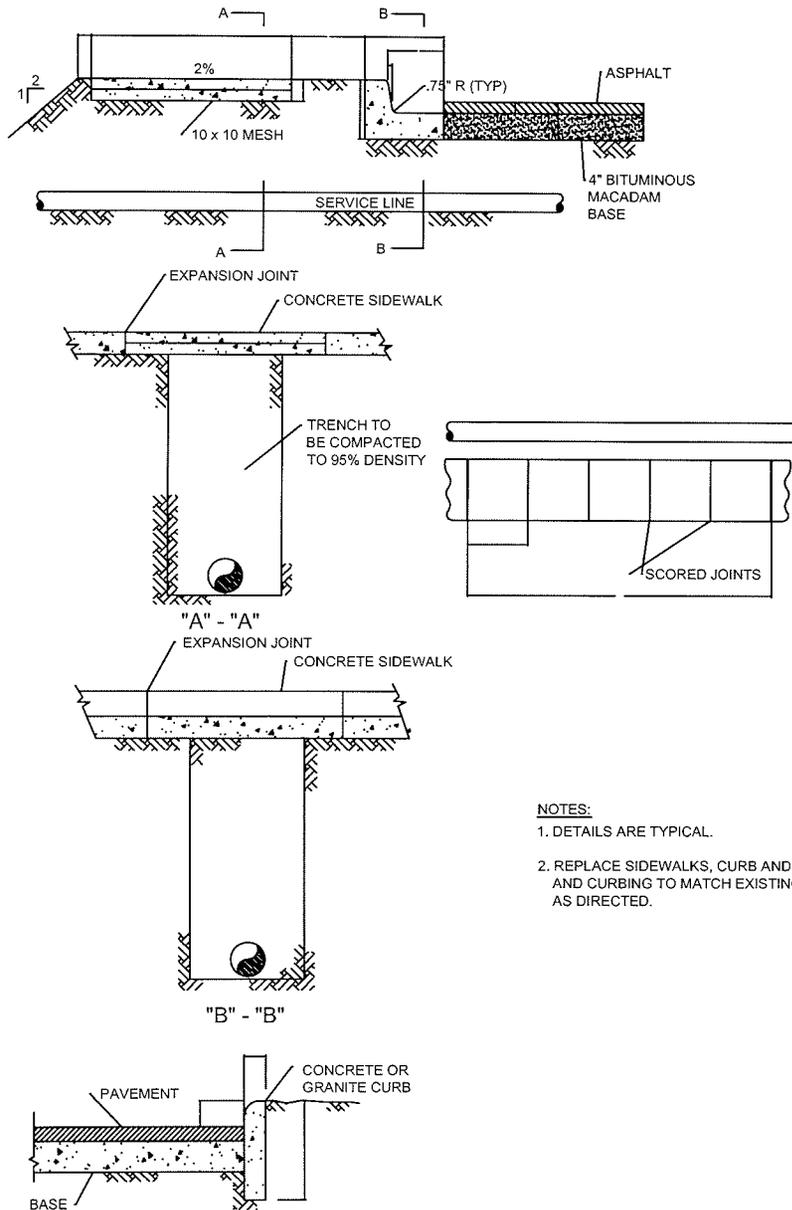
DGS/DRN/CHKD: CMS  
APPROVED: REW  
DATE: 12-2-05



FULTON COUNTY PUBLIC WORKS  
141 PRYOR ST. ATLANTA, GA. 30303  
404-730-7400 FAX: 404-224-0498

DRAWING NO.  
131





- NOTES:**
1. DETAILS ARE TYPICAL.
  2. REPLACE SIDEWALKS, CURB AND GUTTER AND CURBING TO MATCH EXISTING MATERIALS AS DIRECTED.

FULTON COUNTY STANDARD DETAIL 134  
SIDEWALK, CURB AND GUTTER REPAIRS

DATE	REVISIONS	DATE	REVISIONS

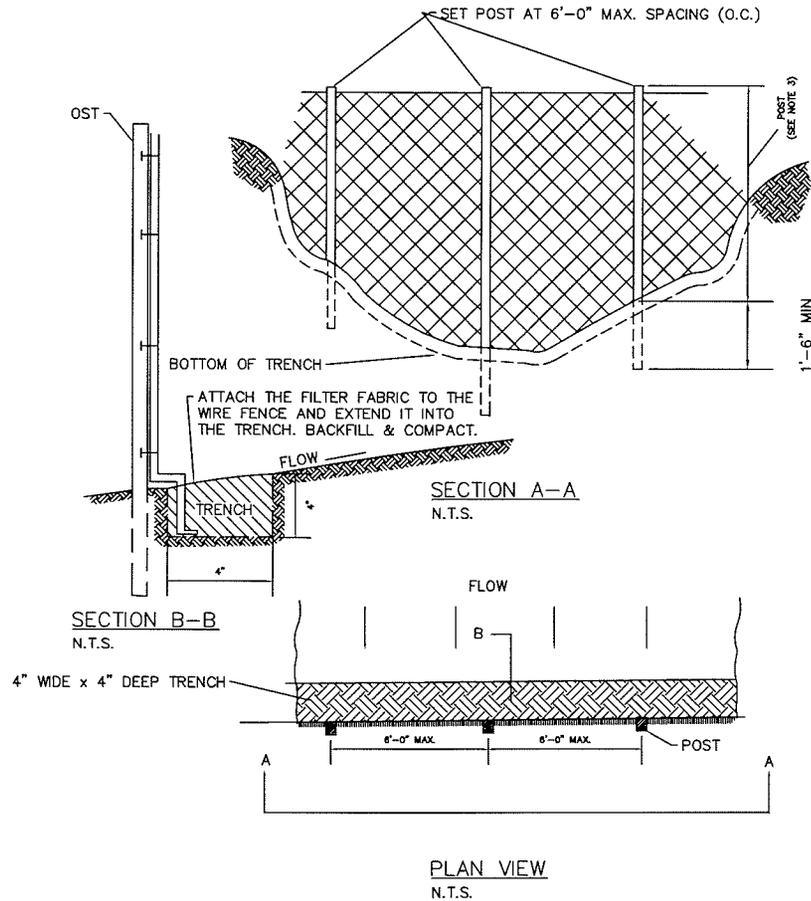
DGS/DRN/CHKD: CMS  
APPROVED: REW  
DATE: 12-2-05



FULTON COUNTY PUBLIC WORKS  
141 PRYOR ST. ATLANTA, GA. 30303  
404-730-7400 FAX: 404-224-0498

DRAWING NO.  
134





**TEMPORARY SILT FENCE**

1. TYPE A. DESCRIPTION: WATER PERMEABLE FILTER FENCE MATERIAL COMPOSED OF STRONG ROT PROOF SYNTHETIC FIBERS FORMED INTO A MATRIX OF WOVEN OR NONWOVEN FABRIC. EITHER TYPE OF FABRIC SHALL BE FREE OF ANY TREATMENT OR COATING WHICH MIGHT SIGNIFICANTLY ALTER ITS PHYSICAL PROPERTIES AFTER INSTALLATION. THE FABRIC SHALL CONTAIN STABILIZER AND/OR INHIBITORS TO MAKE THE FILAMENTS RESISTANT TO DETERIORATION RESULTING FROM EXPOSURE TO SUNLIGHT OR HEAT. THE FABRIC SHALL BE A PERVIOUS SHEET OF SYNTHETIC FIBERS ORIENTED INTO A NETWORK SO THAT THE FIBERS RETAIN THEIR RELATIVE POSITION WITH RESPECT TO EACH OTHER. EDGES OF THE FABRIC SHALL BE FINISHED TO PREVENT THE OUTER YARN FROM PULLING AWAY FROM THE MATERIAL. THE FABRIC SHALL BE FREE OF DEFECTS OR FLAWS WHICH SIGNIFICANTLY AFFECT THE PHYSICAL AND/OR FILTERING PROPERTIES. THE FABRIC SHALL HAVE A MINIMUM WIDTH OF THIRTY SIX (36) INCHES. SHEETS OF FABRIC MAY BE PERMITTED DUE TO THE PRESENCE OF THE SEAM. THE FABRIC MAY BE MANUFACTURED WITH POCKETS FOR POSTS, HEMS WITH CORD OR WITH POSTS PREATTACHED USING STAPLES OR BUTTON HEAD NAILS.
2. TYPE B. DESCRIPTION: TYPE B FILTER FABRIC SHALL MEET THE SAME STANDARDS AS TYPE A. FILTER FABRIC SHALL BE A MINIMUM OF 22" WIDE.
3. MATERIALS
  - A. POSTS
    1. HARDWOOD: 1.5"x1.5"x48" MINIMUM FOR TYPE A FABRIC. FOR TYPE B FABRIC, 1"x1"x36" MINIMUM.
    2. SOFTWOOD: 3" DIAMETER MINIMUM OR NOM. 2"x4" AND STRAIGHT ENOUGH TO PROVIDE A FENCE WITHOUT NOTICABLE MISALIGNMENT FOR TYPE A FABRIC. FOR TYPE B FABRIC, AT LEAST 2" IN DIAMETER OR NOM. 2"x2".
    3. STEEL: POSTS SHALL BE ROUND, U.T. OR C SHAPED WITH A MINIMUM WEIGHT OF 1.3 POUNDS PER FOOT AND HAVE PROJECTIONS FOR FASTENING THE WIRE TO THE FENCE FOR TYPE A FABRIC. FOR TYPE B FABRIC, POSTS SHALL HAVE A MINIMUM WEIGHT OF 0.75 POUNDS PER FOOT AND ROUND POSTS SHALL BE A MINIMUM OF 1" IN DIAMETER.
  - B. SPACING: SIX (6) FOOT CENTERS MAXIMUM.
  - C. FABRIC: GEORGIA DOT QUALIFIED PRODUCTS LIST #36 ONLY.
  - D. FASTENERS: WIRE STAPLES WILL BE NO. 17 GAGE MINIMUM AND SHALL HAVE A CROWN AT LEAST 3/4 INCH WIDE AND LEGS AT LEAST 1/2 INCH LONG. STAPLES SHALL BE EVENLY SPACED WITH AT LEAST 5 PER POST. NAILS SHALL BE 14 GAGE MINIMUM ONE INCH LONG WITH 3/4 INCH BUTTON HEADS. NAILS SHALL BE EVENLY SPACED WITH AT LEAST 4 PER POST.
4. INSTALLATION: TEMPORARY SILT FENCE INSTALLATION SHALL CONFORM TO THE STANDARDS SET FORTH IN THE MANUAL FOR EROSION AND SEDIMENT CONTROL IN GEORGIA.
5. MAINTENANCE: THE DEVELOPER/CONTRACTOR SHALL MAINTAIN THE SILT FENCE UNTIL THE LDA IS COMPLETE AND FINAL STABILIZATION IS ACHIEVED. FILTER FABRIC SHALL BE REMOVED AND REPLACED WHENEVER IT HAS DETERIORATED OR BEEN OTHERWISE DAMAGED TO SUCH EXTENT THAT IT REDUCES THE EFFECTIVENESS OF THE SILT FENCE. INSTALLATION OF FABRIC FENCE MATERIAL IN AREAS OF CONCENTRATED FLOW IS NOT RECOMMENDED UNLESS PROPER PROVISIONS ARE MADE TO SUPPLEMENT OR OTHERWISE STRENGTHEN THE FENCE TO WITHSTAND INCREASED DRAINAGE WATER VELOCITIES.

**NOTE:**

VENDOR MUST SUPPLY LETTER OF WARRENTY FOR AFOREMENTIONED SPECIFICATIONS. IN ADDITION, THIS LETTER SHOULD STATE THAT THE FABRIC IS ON THE GEORGIA QPL #36.

FULTON COUNTY STANDARD DETAIL 404  
TEMPORARY SILT FENCE

DATE	REVISIONS	DATE	REVISIONS

DGS/DRN/CHKD: REB  
APPROVED: REW  
DATE: 12-2-05



FULTON COUNTY PUBLIC WORKS  
141 PRYOR ST. ATLANTA, GA. 30303  
404-730-7400 FAX: 404-224-0498

DRAWING NO.  
404