



**REQUEST FOR INVITATION TO BID NO. 08ITB64024A-CJC**

**LARGE WATER METER INSTALLATION SERVICE**

**For**

**Public Works**

**BID DUE DATE AND TIME: Thursday, October 30, 2008 at 11:00 A.M.**

**BID ISSUANCE DATE: September 29, 2008**

**PURCHASING CONTACT: Charlie Crockett at (404) 612-5807**

**E-MAIL: [charlie.crockett@fultoncountyga.gov](mailto:charlie.crockett@fultoncountyga.gov)**

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

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**INVITATION TO BID  
08ITB64024A-CJC, Large Water Meter Installation Service  
FULTON COUNTY GOVERNMENT**

**SECTION 1 - INSTRUCTIONS TO BIDDERS**

Fulton County Government ("County") invites sealed bids for **08ITB64024A-CJC, Large Water Meter Installation Service**.

**1. GENERAL INFORMATION**

- a. **Purchasing the Bid Document:** This document and supporting documents can be downloaded at the Fulton County Website <http://www.co.fulton.ga.us> under "Bid Opportunities".
- b. **The Bid package consists of the following scope of work: *Provide Large Water Meter Installation Service to the Department of Public Works.*** The detailed scope of work and technical specifications are outlined in Section 7 of this bid document.
- c. The term "Bid Documents" denotes all contract documents, notices, instructions and letters issued by the County's Purchasing Director in connection with this procurement.
- d. **Bid Contact:** Information regarding the bid, either procedural or technical, may be obtained by contacting **Charlie Crockett, Assistant Purchasing Agent** at (404) 612-5807 or e-mail [charlie.crockett@fultoncountyga.gov](mailto:charlie.crockett@fultoncountyga.gov). Information regarding the bid requirements may be obtained by using the following procedure. Inquiries must be submitted in writing to:

Fulton County Purchasing Department  
Attn: Charlie Crockett  
130 Peachtree Street, S.W. Suite 1168  
Atlanta, GA 30303  
Phone: (404) 612-4201  
Fax: (404) 893-1744  
Reference Bid # 08ITB64024A-CJC

**2. PRE-BID CONFERENCE**

A pre-bid conference will be held on **Thursday, October 9, 2008 at 2:00pm** in the Fulton County Purchasing Department Bid 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 an initial verbal, non-binding verbal response 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 and responded to by the County in written communications will be official.

3. **SITE VISIT:** There will be no site visit for this project.

4. **PREPARATION AND SUBMISSION OF BIDS**

**Bid forms must be filed in accordance with the following instructions:**

- a. Bidders shall **SUBMIT ONE (1) ORIGINAL, SIGNED AND DATED, AND TWO (2) COPIES** on the forms provided in the Bid Documents. All Bids must be made on the Bid forms contained herein. All blank spaces must be typed on hand written in blue ink. All dollar amounts must be BOTH in writing and figures and represent prices for the published scope of work without exceptions. Written prices prevail over number prices in the event of error. All corrections to any entry must be lined out and initialed by the Bidder. Please do not use correction tapes or fluids. **Indicate all addenda incorporated in the Bid.** Bids shall be signed by hand by an officer of principal of the Bidder with the authority to make a Contract.

Bids by joint ventures, consortia, associations or partnerships shall designate one single participant to represent all those forming the bidding entity. Bids shall be signed by a duly authorized representative of the bidding entity and evidence of the Signatory's authority signed by and listing the full names and addresses of all participants in the bidding entity shall be attached to the Bid submittal.

- b. Bids must be sealed and clearly marked identifying the following information:
1. Bidder's Name/Company Name and Address.
  2. Bids shall be addressed to:

**Department of Purchasing  
Fulton County Public Safety Building  
130 Peachtree Street, S.W.  
Suite 1168  
Atlanta, Georgia 30303-3459**

**RE: 08ITB64024A-CJC, Large Water Meter Installation Service**

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

5. **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 Bidding Documents shall make a request to **Charlie Crockett** no later than 2:00 PM, **Friday, October 17, 2008**. Written requests for clarification or interpretation may be mailed, hand delivered, e-mailed or faxed to the Bid Contact listed in Section 1(d). Telephone inquiries will not be accepted.

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

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

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

Any bids received after the stated time and date shall not be considered. It shall be the sole responsibility of the bidder to have his/her bid delivered to the Fulton County Department of Purchasing for receipt on or before the stated time and date (section 00020). If a bid is sent by U.S. Mail, the bidder shall be responsible for its timely delivery to the Purchasing Department. Bids delayed by mail will not be considered, shall not be opened, and arrangements shall be made for their return at the bidder's request and expense.

8. **TERM OF CONTRACT:**

***Any award made as a result of this bid shall be for twelve (12) months from the date of notice to proceed. The County reserves the right for an option of two (2) twelve month's renewal periods pending approval by the Board of Commissioners, vendor's satisfactory performance and the availability of departmental appropriated funding.***

9. **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.

10. **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.

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.

As a condition of responsiveness the bid submission must contain a Bid Bond for an amount equal to 5% of the bid amount. Checks or letters of credit of any type will not be accepted. A certified cashier's check will be acceptable. When the bidder's package is opened, a Purchasing Agent will verify the presence of the Bid Bond and remove it from the bid 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.

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. 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 (10) 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.

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.

11. **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.
12. **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.
13. **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.
14. **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.
15. **INSURANCE AND RISK MANAGEMENT PROVISIONS:** Insurance and Risk Management Provisions and Indemnification and Hold Harmless provisions are outlined in Section 6 of this bid document. The bidder is required to sign the document and include it with its bid submission.
16. **WAGE CLAUSE:** Pursuant to Fulton County Code section 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.
17. **BID OPENING:** Bids will be opened in public and read aloud. All bidders are requested to be present at the opening.
18. **DETERMINATION OF SUCCESSFUL BIDDER:** Fulton County desires to complete this work in a timely manner. The Contract will be awarded to the lowest responsive, responsible bidder(s), if awarded.

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

19. **NOTICE OF AWARD OF CONTRACT:** As soon as possible, and within sixty (60) days after receipt of bids, the County shall notify the successful Bidder of the Award of Contract.

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

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

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

20. **BASIS OF AWARD:** The Contract, if awarded, will be awarded on a lump sum basis 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.

21. **EXECUTION OF CONTRACT DOCUMENTS:** Upon notification of Award of Contract, the County shall furnish the Contractor the conformed copies of Contract Documents for execution by the Contractor and Contractor's surety.

Within fifteen (15) days after receipt the Contractor shall return all the documents properly executed by the Contractor and the Contractor's surety. Attached to each document shall be an original power-of-attorney for the person executing the bonds for the surety and certificates of insurance for the required insurance coverage.

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

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

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

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

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

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

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

24. **MINIMUM PARTICIPATION OF REQUIREMENTS FOR PRIME CONTRACTORS**

Pursuant to Fulton Code section 102-357, the prime contractor or vendor for this project or contract actually perform no less than 51% of the scope of work of the prime contract.

Construction contracts are exempt from the requirements of this section.

**25. 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.

**26. PROFESSIONAL LICENSES (*APPLICABLE*)**

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

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

Bidders and any sub-contractors performing any of the above described work must provide a copy of their license for the work they will perform on this project. Bidders must complete Form C: Georgia Professional License Certification in Section 3, Purchasing Forms & Instructions. Failure to provide the required license may deem your bid non-responsive.

**27. 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.

- A. 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.

- B. All signatures must be executed by person(s) having contracting authority for the Bidder.
- C. 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.
- D. 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.
- E. The original and the required number of copies of the Bid must be returned to:

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

Any inquiries, questions, clarifications or suggestions regarding this solicitation should be submitted in writing to the Purchasing Contact Person. Contact with any other County personnel in regard to a current solicitation is strictly prohibited in accordance with Fulton County "No Contact Provision" policy outlined in S35 and in Section 00020, Invitation to Bid.

- F. 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.
- G. 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.
- H. 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.
- I. 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.

- J. A Bidder may submit only one (1) Bid response for each specific Bid solicitation unless otherwise authorized in the specifications.
- K. 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.
- L. 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.
- M. 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.
- N. 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.
- O. 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.
- P. 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.
- Q. 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.
- R. 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.

- S. 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.
- T. 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.
- U. 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.
- V. A successful Bidder is solely responsible for disposing of all wrappings, crating, and other disposable material upon deliver of item(s).
- W. 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.
- X. 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.
- Y. 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.
- Z. 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.

- AA. 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.
- BB. 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.
- CC. 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.
- DD. 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:
  - a. 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.
- EE. 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.
- FF. 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.
- GG. 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.
- HH. 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.
- II. 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.
- JJ. 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".
- KK. 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".

**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 \_\_\_\_ ( ) **complete** copies of the Original Bid including all required documents.

Item #	Required Bid Submittal Check List	Check (√)
1	Bid Form – <b>submittal shall show amounts for both Base Bid and Alternate and shall be signed and sealed by the bidder.</b> 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	
3	Bid Bond (separate envelope if Public Works Construction project)	
4	Purchasing Forms Form A - Non-Collusion Affidavit of Prime Bidder/Offeror Form B - Certificate of Acceptance of Request for Bid/Proposal Requirements Form C - Georgia Professional Licenses Form D - Certificate Regarding Debarment Form E - Disclosure Form & Questionnaire Form F - Declaration of Employee-Number Categories Form G - Georgia Security and Immigration Contractor Affidavit and Agreement Form H - Georgia Security and Immigration Subcontractor Affidavit	
5	Office of Contract Compliance Requirements Exhibit A - Promise of Non-Discrimination Exhibit B - Employment Record 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	
7	<b><u>Any additional requirements that the User Department would like to include should be added to this check list.</u></b>	

**END OF SECTION**

**SECTION 2**

**BID FORM**

**08ITB64024A-CJC, Large Water Meter Installation Service**

Submitted \_\_\_\_\_, 2008.

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

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

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

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

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

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

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

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

The Bidder agrees hereby to commence work under this Contract, with adequate personnel and equipment, on or before a date to be specified in the written "Notice to Proceed" from the County and to fully complete the project within the time limits identified in the owner-contractor agreement.

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

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

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

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

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

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

**[Type or Print Name]**

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

Business Address: \_\_\_\_\_

\_\_\_\_\_

Business Phone: \_\_\_\_\_

Bidder's Contractor License No: \_\_\_\_\_

**[State/County]**

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

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

\_\_\_\_\_ Dollars

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

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

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

**Name**

**Address**

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

*END OF SECTION 2*

## PURCHASING FORMS & INSTRUCTIONS

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

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

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

***[If applicable, insert any additional forms required by your project]***

**FORM A:**

**NON-COLLUSION AFFIDAVIT OF BIDDER/OFFEROR**

**STATE OF GEORGIA**

**COUNTY OF FULTON**

I, \_\_\_\_\_ certify that pursuant to Fulton County Code Section 2-320 (11), this bid or proposal is made without prior understanding, agreement or connection with any corporation, firm or person submitting a bid for the same work, labor or service to be done or the supplies, materials or equipment to be furnished and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of state and federal law and can result in fines, prison sentences and civil damages awards. I agree to abide by all conditions of this bid or proposal and certify that I am authorized to sign this bid or proposal for the bidder.

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

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

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

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

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_.

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

(Affix corporate seal here, if a corporation)

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

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

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

**NOTE:**

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

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

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

This Is To Certify That On This Day Bidder/Proposer Acknowledges That He/She Has Read This Bid Document, Pages \_\_\_\_\_ To \_\_\_\_\_ Inclusive, Including Addendum(s) \_\_\_\_ To \_\_\_\_, And/Or Appendices \_\_\_\_ To \_\_\_\_, In Its Entirety, And Agrees That No Pages Or Parts Of The Document Have Been Omitted, That He/She Understands, Accepts And Agrees To Fully Comply With The Requirements Therein, And That The Undersigned Is Authorized By The Bidding/Proposing Company To Submit The Bid/Proposal Herein And To Legally Obligate The Bidder/Proposer Thereto.

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

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

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

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

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

(Corporate Seal)

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

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

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

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

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

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

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

**(ATTACH COPY OF LICENSE)**

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

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

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

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

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

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

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

**(ATTACH COPY OF LICENSE)**

**FORM C3: GEORGIA PROFESSIONAL LICENSE CERTIFICATION**

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

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

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

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

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

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

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

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

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

**(ATTACH COPY OF LICENSE)**

## FORM D: CERTIFICATION REGARDING DEBARMENT

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

### INSTRUCTIONS FOR CERTIFICATION

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

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

### DEBARMENT ORDINANCE

The following Section 2-322 of Fulton County Code of Laws establishes the procedure for the debarment of contractors.

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

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

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

- (1) Conviction for commission of a criminal offense as an incident to obtain or attempting to obtain a public or private contract or subcontract, or in performance of such contract or subcontract;
- (2) Conviction of state or federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property or other offense indicating a lack of business integrity or business honesty which currently, seriously and directly affects responsibility as a county contractor.

- (3) Conviction of state or federal anti-trust statutes arising out of the solicitation and submission of bids and proposals;
- (4) Violation of contract provisions, as set forth below, of a character which is regarded by the Purchasing Agent to be so serious as to justify suspension action:
  - a. Failure to perform in accordance with the specifications within a time limit provided in a county contract;
  - b. A recent record of failure to perform or unsatisfactory performance in accordance with the terms of one or more contracts; provided, that failure to perform or unsatisfactory performance caused by acts beyond the control of the contractor shall not be considered to be a basis for suspension;
  - c. Material representation of the composition of the ownership or workforce or business entity certified to the county as a minority business enterprise; or
  - d. Falsification of any documents.
- (5) For violation of the ethical standards set forth in Fulton County Code Chapter 9, Code of Ethics.
- (6) Knowing misrepresentation to the county, of the use which a majority owned contractor intends to make a minority business enterprise (a business entity at least 51 percent of which is owned and controlled by minority persons, as defined in Fulton County Code Chapter 6, Article B, Minority Business Enterprise Affirmative Action Program and certified as such by the County) as a subcontractor or a joint venture partner, in performing work under contract with the County.

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

[SIGNATURES ON NEXT PAGE]

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

On this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_

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

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

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

**FORM E: DISCLOSURE FORM AND QUESTIONNAIRE**

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

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

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

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

**LITIGATION DISCLOSURE:**

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

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

Circle One:                      YES                      NO

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

Circle One:                      YES                      NO

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

Circle One:                      YES                      NO

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

Circle One:                      YES                      NO

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

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

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

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

[SIGNATURES ON NEXT PAGE]

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

On this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_

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

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

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

**Sworn to and subscribed before me,**

this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_

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

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

**FORM F:      DECLARATION OF EMPLOYEE-NUMBER CATEGORIES**

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

- 500 or more employees
- 100 or more employees
- fewer than 100 employees

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

I certify that the above classification is true and correct.

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

Printed: \_\_\_\_\_

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

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

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

### **Instructions:**

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

STATE OF GEORGIA

COUNTY OF FULTON

FORM G: GEORGIA SECURITY AND IMMIGRATION CONTRACTOR AFFIDAVIT AND AGREEMENT

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

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

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

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

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

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

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

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_.

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

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

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

**NOTE:**

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

## FORM H: GEORGIA SECURITY AND IMMIGRATION SUBCONTRACTOR AFFIDAVIT

### **Instructions:**

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

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

STATE OF GEORGIA

COUNTY OF FULTON

FORM H: GEORGIA SECURITY AND IMMIGRATION SUBCONTRACTOR AFFIDAVIT

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

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

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

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

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

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_.

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

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

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

**NOTE:**

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

## **SECTION 4**

### **BID BOND REQUIREMENTS**

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

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

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

(Instructions to User Departments: if you have any questions as to whether your project will require bond requirements please contact your Purchasing representative.)

**BID BOND**  
**08ITB64024A-CJC, Large Water Meter Installation Service**  
**FULTON COUNTY GOVERNMENT**

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

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

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

WHEREAS the PRINCIPAL has submitted to the Fulton County Government, for Water Meter, a Bid;

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

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

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

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

(Signatures on next page)

IN TESTIMONY THEROF, the PRINCIPAL and SURETY have caused these presents to be duly signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_, 2008.

ATTEST:

\_\_\_\_\_  
PRINCIPAL

\_\_\_\_\_  
BY \_\_\_\_\_ (SEAL)

**CERTIFICATE AS TO CORPORATE PRINCIPAL**

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

\_\_\_\_\_  
SECRETARY

(CORPORATE SEAL)

\_\_\_\_\_  
SURETY

\_\_\_\_\_  
(SEAL) BY \_\_\_\_\_

**END OF SECTION NO. 4**

## SECTION 5

### CONTRACT COMPLIANCE REQUIREMENTS

#### NON-DISCRIMINATION IN CONTRACTING AND PROCUREMENT

**Policy Statement:** It is the policy of Fulton County Government that discrimination against businesses by reason of the race, color, gender or national origin of the ownership of any such business is prohibited. Furthermore, it is the policy of the Board of Commissioners (“Board”) that Fulton County and all vendors and contractors doing business with Fulton County shall provide to all businesses the opportunity to participate in contracting and procurement paid, in whole or in part, with monetary appropriations of the Board. Similarly, it is the policy of the Board that the contracting and procurement practices of Fulton County should not implicate Fulton County as either an active or passive participant in the discriminatory practices engaged in by private contractors seeking to obtain contracts with Fulton County.

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

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

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

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

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

## REQUIRED FORMS AND EBO PLAN:

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

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

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

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

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

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

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

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

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

- 1) No person shall be excluded from participation in, denied the benefit of, or otherwise discriminated against on the basis of race, color, national origin or gender in connection with any bid submitted to Fulton County for the performance of any resulting there from,
- 2) That it is and shall be the policy of this Company to provide equal opportunity to all businesses seeking to contract or otherwise interested in contracting with this Company without regard to the race, color, gender or national origin of the ownership of this business,
- 3) That the promises of non-discrimination as made and set forth herein shall be continuing in nature and shall remain in full force and effect without interruption,
- 4) That the promise of non-discrimination as made and set forth herein shall be made a part of, and incorporated by reference into, any contract or portion thereof which this Company may hereafter obtain,
- 5) That the failure of this Company to satisfactorily discharge any of the promises of non-discrimination as made and set forth herein shall constitute a material breach of contract entitling the Board to declare the contract in default and to exercise any and all applicable rights and remedies, including but not limited to cancellation of the contract, termination of the contract, suspension and debarment from future contracting opportunities, and withholding and/or forfeiture of compensation due and owing on a contract; and
- 6) That the bidder shall provide such information as may be required by the Director of Contract Compliance pursuant to Section 4.4 of the Fulton County Non-Discrimination in Purchasing and Contracting Ordinance.

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

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

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

**EXHIBIT B – EMPLOYMENT REPORT**

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

**EMPLOYEES**

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

FIRM'S NAME: \_\_\_\_\_

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

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

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

Submitted by: \_\_\_\_\_ Date Completed: \_\_\_\_\_

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

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

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

**ITB/RFP NUMBER:** \_\_\_\_\_

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

\_\_\_\_\_

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

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

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

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

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

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

\_\_\_\_\_

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

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

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

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

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

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

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

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

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

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

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

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

Signature/Title: \_\_\_\_\_

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

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

\_\_\_\_\_

Telephone: (     ) \_\_\_\_\_

Fax Number: (     ) \_\_\_\_\_

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

**EXHIBIT D**

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

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

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

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

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

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

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

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

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

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

Signature \_\_\_\_\_

Signature \_\_\_\_\_

Title \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

**EXHIBIT E – DECLARATION REGARDING SUBCONTRACTING PRACTICES**

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

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

Perform 100% of the work required for \_\_\_\_\_  
**(IFB/RFP Number)**

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

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

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

**AUTHORIZED COMPANY REPRESENTATIVE**

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

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

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

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

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

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

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

**EXHIBIT F – JOINT VENTURE DISCLOSURE AFFIDAVIT**

**IFB No.** \_\_\_\_\_

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

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

The firms listed below do hereby declare that they have entered into a joint venture agreement pursuant to the above mentioned project. The information requested below is to clearly identify and explain the extent of participation of each firm in the proposed joint venture. All items must be properly addressed before the business entity can be evaluated.

1. Firms:

1) Name of Business: \_\_\_\_\_  
Street Address: \_\_\_\_\_  
City/State/Zip: \_\_\_\_\_  
County: \_\_\_\_\_  
Nature of Business: \_\_\_\_\_

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

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

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

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

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

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

**EXHIBIT F – JOINT VENTURE DISCLOSURE AFFIDAVIT**

Note: Attach additional sheets as required

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

**EXHIBIT F – JOINT VENTURE DISCLOSURE AFFIDAVIT**

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

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

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

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

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

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

\_\_\_\_\_  
(Signature of Affiant)

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

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

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

\_\_\_\_\_  
(Signature of Affiant)

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

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

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

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, before me, appeared

\_\_\_\_\_, the undersigned known to me to be the person described in the foregoing Affidavit and acknowledge that he (she) executed the same in the capacity therein stated and for the purpose therein contained.

**EXHIBIT G – PRIME CONTRACTOR/SUBCONTRACTOR UTILIZATION REPORT**

This report is required to be submitted by the tenth day of each month, with a copy of your payment invoice (schedule of values/payment application) to Contract Compliance. Failure to comply may result in the County commencing proceedings to impose sanctions on the successful bidder, in addition to purchasing any other available legal remedy. Sanctions may include the suspending of any payment or part thereof, termination or cancellation of the contract, and the denial to participate in any future contracts awarded by Fulton County.

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

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

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

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

Name of Sub-contractor	Description of Work	Contract Amount	Amount Paid To Date	Amount Requisition This Period	Contract Period	
					Starting Date	Ending Date
<b>TOTALS</b>						

Executed By: \_\_\_\_\_  
 (Signature)

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

**SECTION 6**

**Insurance and Risk Management Provisions  
Construction**

It is Fulton County Government's practice to obtain Certificates of Insurance from our Contractors and Vendors. Insurance must be written by a licensed agent in a company licensed to write insurance in the State of Georgia, with an A.M. Best rating of at least A- VI, subject to final approval by Fulton County. Respondents shall submit with the bid/proposal evidence of insurability satisfactory to Fulton County Government as to form and content. Either of the following forms of evidence is acceptable:

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

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

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

**1. WORKERS COMPENSATION/EMPLOYER'S LIABILITY INSURANCE – STATUTORY (In compliance with the Georgia Workers Compensation Acts 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
Employer's Liability Insurance	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

\*\*To Include Per Project/Location Aggregate and Completed Operations for 3 Years after final payment\*\*

- 3. BUSINESS AUTOMOBILE LIABILITY INSURANCE**  
**Combined Single Limits** Each Occurrence \$1,000,000  
(Including operation of non-owned, owned, and hired automobiles).  
**\*\*Broadened Pollution Endorsement CA9948 and MCS 90\*\***
- 4. UMBRELLA LIABILITY** Each Occurrence \$5,000,000  
(In excess of above noted coverages)
- 5. CONTRACTORS POLLUTION LIABILITY** Each Occurrence \$2,000,000

**6. BUILDERS' RISK:**

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

**Sub-limits:**

Property in Transit	\$1,000,000
Property in Offsite Storage	\$1,000,000
Plans & Blueprints	\$25,000
Debris Removal	25% of Insured Physical Loss
Delay in Completion / Soft Cost	TBD
Ordinance of Law (Increased Cost of Construction)	\$1,000,000
Flood and Earthquake	TBD – Full Contract Value

**Deductibles:**

Flood and Earthquake	\$25,000
Water Damage other than Flood	\$100,000
All other Perils	\$10,000

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

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

### Certificates of Insurance

Certificates shall state that the policy or policies shall not expire, be cancelled or altered without at least sixty (60) days prior written notice to Fulton County Government. Policies and Certificates of Insurance are to list Fulton County Government as an Additional Insured (except for Workers' Compensation) and shall conform to all terms and conditions (including coverage of the indemnification and hold harmless agreement) contained in the Insurance and Risk Management Provisions. The General Liability Additional Insured language should apply to on-going and completed-operations, using ISO form CG 2010 (11/85 version) or equivalent.

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

The Contractor agrees to name the Owner and all other parties required of the Contractor/Vendor shall be included as insureds on the CGL, using ISO Additional Insured Endorsement forms CG 2010 11/85 or its equivalent coverage to the additional insureds. This insurance for the additional insureds shall be as broad as the coverage provided for the named insured Subcontractor. It shall apply as Primary Insurance before any other insurance or self-insurance, including any deductible, non-contributory, and Waiver of Subrogation provided to the Additional Insureds.

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

#### Important:

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

### USE OF PREMISES

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

### PROTECTION OF PROPERTY

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

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

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

**INDEMNIFICATION AND HOLD HARMLESS AGREEMENT**

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

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

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

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

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

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

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

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

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

**SECTION 7**  
Special Conditions

n/a

## SECTION 8

### SCOPE OF WORK AND TECHNICAL SPECIFICATIONS

All interested Contractor's attention should be drawn to the following terms, conditions and responsibilities:

#### **Location**

The work described in the specifications is located in Fulton County, Georgia. The exact location will be assigned when individual projects are determined on an as-needed basis.

#### **Work Included**

It is the County's intent to award the work as a single contract to a single Contractor. The Contractor will be responsible for the successful completion of the Work for the County. The County will give serious consideration to a prime contractor in joint venture with another contractor or a team of multiple sub-contractors, working under the management of a single prime contractor that is a licensed utility contractor.

The County seeks to employ the most qualified contractor for installation and replacement large water meters throughout North Fulton County (north of the Chattahoochee River). The County reserves the right to issue separate contracts should it be determine that it's in the best interest of the County.

The contractor must be able to provide documentation that they have a minimum of five years experience in the management of multiple sub-contractors involved in Public Works contracts. The contractor's team shall be structured so that the work will be performed in a manner that is efficient, cost effective for the County, and responsive to all the requirements of the Work as defined in this ITB.

The selected contractor will be awarded the single contract for the Work. The contractor shall detail the planned use and involvement of any sub-contractors, including, but not limited to, the name, address, telephone and facsimile numbers, individual contact name, and detailed description of the portion of work to be performed by the sub-contractors and detailed explanation of reasoning for the termination or change of sub-contractor, if applicable (see below).

The contractor will be responsible for the performance of the work and must exercise the appropriate degree of control of the performance of its sub-contractors. The contractor shall include appropriate provisions in all applicable sub-contracts relative to the work to bind all sub-contractor to the contractor by the terms of the General Conditions and other contract documents as applicable to the work of the sub-contractors and to give the contractor the same power of termination in regards to sub-contracts as the County may exercise over the contractor under any provisions of the Contract Documents.

The work to be performed under this contract shall consist of furnishing all labor, materials (except as noted) tools, equipment and incidentals and completing all Work required in order to perform new large water meter installation and large water meter replacements on the water distribution system in Fulton County.

An estimate of work on this project includes but is not limited to:

1. Installation of large size meters – estimated 50 annually
2. Replacement of larger meters – estimated 115 annually
3. Other work as assigned

This listing contains estimates of the amount of specific work anticipated on this contract. It is not a guarantee of work or an inclusive list of all work the contractor might be assigned.

All non-residential new installations shall include a water meter, service line or piping and meter box or vault. All installation and/or replacement shall be accomplished in accordance to technical specification 02668, but generally:

1. The contractor is responsible for providing all material with the exception of the water meter, valves and vault. The contractor shall provide all fittings, pipe, appurtenances, gravel, cement, brick, block, concrete, threaded rod, copper tubing, labor, equipment, etc.
2. Contractor is responsible for the coordination of meter and meter vault delivery and installation.
3. If service line is required, contractor is responsible for installing the tap and service line.
4. All street cuts shall be repaired per DOT standards, technical specification 02668. Contractor is responsible for supplying all materials, labor, equipment, asphalt, concrete, traffic control, permits, etc.
5. Contractor shall supply all street plates.
6. Contractor shall furnish all temporary erosion control materials, but not limited to gravel.
7. Contractor shall be responsible for location of all utility lines.
8. Contractor shall receive a work order on all new installation and replacement of meters or other work as covered by this procurement from the Project Manager.
9. All work orders shall have a date and time indicated on the work order. This is the date and time to commence work. All new installations shall be accomplished as per the following schedule:
  - Commercial large                      Coordinate with Development Contractor
10. The contractor is responsible for coordination with general contractors. Any delay due to general contractors must be reported immediately to the Project Manager, but shall remain the responsibility of the contractor to ensure the general contractor adhere to all terms and conditions. Failure to complete meter installation within the stipulated time periods shall result in liquidated damages being paid to the County in accordance with the provisions of this procurement.
11. The contractor will be responsible for disinfection, as required, on all side services and main extensions.
12. Upon completion, the contractor shall rough grade the disturbed area and apply erosion control methods to protect the area from conditions which may cause soil erosion.

**Work Coordination**

- A. After receiving a work order, the contractor shall coordinate with the customer for installation or replacement of meters. It is the Contractor's responsibility to schedule the installation with the customer during a time mutually acceptable, to resolve technical issues with the customer, to insure installation or replacement in accordance with Fulton County specifications. No additional time will be authorized for installation due to conflicts in coordination with customer unless specifically agreed to in writing by the Project Manager.
- B. The contractor shall coordinate his work with third parties (such as public utilities and telephone company) in areas where such parties may have rights to underground property or facilities, and request maps or other descriptive information as to the nature and location of such underground facilities or property.
- C. The contractor shall also coordinate his work with owners of private and public property where

access is required for the performance of the work. Legal access will be acquired by the contractor through the owner.

### **Conditions at the Site**

- A. The contractor shall make all necessary investigations to determine the existence and location of underground utilities and obtain all necessary permits.
- B. The contractor will be held responsible for any damage to and for maintenance and protection of existing utilities and structures.

The Contractor must adhere to the following:

### **Scheduling of the work**

- A. This section describes the work order scheduling and progress reporting requirements of the contract. The primary objectives of the requirements of this section are:
  - 1. To insure adequate planning and execution of the Work by the contractor;
  - 2. To assist the County and Project Manager in evaluating the progress of the work.
  - 3. To provide for optimum coordination by the contractor of its subcontractors, trades, and suppliers, and of its Work with the work or services provided by the County or any separate contractors; and
  - 4. To permit the timely prediction or detection of events or occurrences which may affect the timely prosecution of the Work?

### **General Scheduling requirements**

- A. The work of this contract shall be assigned via a work order issued to the contractor.
- B. The contractor shall acknowledge receipt of the work order within 3 business days from issue and provide to the Project Manager a schedule for accomplishment of work.
- C. Once approved by the Project Manager, the work order schedule will become the schedule of record for coordinating the work, scheduling the work, monitoring the work, reviewing the payment requests, evaluating time extension requests, and all other objectives listed above.
- D. The contractor is responsible for determining the sequence of activities, the time estimates of the detailed construction activities and the means, methods, techniques and procedures to be employed. The work order schedule shall represent the contractor's best judgment of how it will perform the work in compliance with the contract requirements.
- F. The contractor shall be solely responsible for the delivery of all materials and equipment to be furnished by the contractor and by the County so that the progress of work orders shall be maintained according to the currently approved work order schedule for the Work.

### **NEW INSTALLATION OF LARGE METERS INCLUDING VAULTS, VALVES & BYPASS PIPING**

Measurement for the installation of large (3" and larger) meters will be on the basis of each meter installed.

Includes mobilization, all labor and equipment necessary to install service line, tap, valves, bypass piping, fittings, meter vault and meter. The site shall be left rough graded and mulched as per soil and erosion control standards. The contractor shall remove excess soil and debris from the site. Fulton County will provide the meter, strainer, valves and vault. Contractor shall provide all necessary fittings, pipe, material and other necessary appurtenances required for fabrication of the meter assembly including bypass piping, installation of the meter assembly and installation of the vault. Fulton County will provide the vault through a vendor, the contractor shall coordinate with vendor and County to arrange delivery of vault, off-load and set vault; contractor shall provide all necessary labor and equipment. The contractor is responsible for all leaks for a period of 180 calendar days after completion of the work. The contractor will repair leaks and related damage at no additional cost.

### **NEW INSTALLATION OF ¾" TO 2" METER AND TAP IN CONJUNCTION WITH EITHER NEW LARGE METER OR DOUBLE DETECTOR CHECK (DDC) INSTALLATION/REPLACEMENT ONLY.**

Measurement for the installation of ¾" to 2" meters, service lines, valves, fittings and meter boxes, in conjunction with large meters will be on the basis of each meter and service line installed. Unit price includes up to fifteen feet of copper tubing for meter installation. Unit price for additional length of service line installation shall be priced at the unit price per foot of service line installation in the bid for the length greater than 15 feet.

Includes mobilization, all labor and equipment necessary to install service line; tap, valves, fittings, meter box and meter. The site shall be left rough graded and mulched as per soil and erosion control standards. The contractor shall remove excess soil and debris from the site. Fulton County will provide meter, meter box, curb stop or meter setter; contractor shall provide all copper tube, necessary fittings, appurtenances, labor and equipment required for installation/replacement of the water meter. The contractor is responsible for all leaks for a period of 180 calendar days after completion of the work. The contractor will repair leaks and related damage at no additional cost.

### **REPLACEMENT OF LARGE METER ONLY**

Measurement of meters will be on the basis of each meter replaced as directed by the County.

Includes mobilization; all labor, and equipment necessary to replace all meters. The site shall be left rough graded and mulched as per soil and erosion control standards. The contractor shall remove excess soil and debris from the site. Fulton County will provide meter; contractor shall provide all necessary pipe, fittings and appurtenances required for replacement of the water meter. The replaced meter shall be returned to Fulton County at 11575 Maxwell Road. The contractor is responsible for all leaks for a period of 180 calendar days after completion of the work. The contractor will repair leaks and related damage at no additional cost.

### **REPLACEMENT OF LARGE METER INCLUDING VAULT, VALVES AND BYPASS PIPING**

Measurement will be on the basis of unit price each for each complete meter assembly and vault replaced.

Includes mobilization; all labor, and equipment necessary to replace service line, tap, valves, bypass piping, fittings, touch read, meter vault and meter. The site shall be left rough graded and mulched as per soil and erosion control standards. The contractor shall remove excess soil and debris from the site. Fulton County will provide the meter, strainer, valves and vault. The contractor shall provide all necessary fittings, pipe, material and other necessary appurtenances required for fabrication of the meter assembly including bypass piping, removal and replacement of the meter assembly and removal and replacement of the vault. Fulton County will provide the vault through a vendor, the contractor shall coordinate with vendor and County to arrange delivery of vault, off-load and set vault; contractor shall provide all necessary labor and equipment. The contractor is responsible for all leaks for a period of 180

calendar days after completion of the work. The contractor will repair leaks and related damage at no additional cost.

### **REPLACEMENT OF LARGE METER INCLUDING VALVES AND BYPASS PIPING**

Measurement will be on the basis of unit price each for each complete meter assembly replaced.

Includes mobilization, all labor, and equipment necessary to replace service line; tap, valves, bypass piping, fittings, touch read, and meter. The site shall be left rough graded and mulched as per soil and erosion control standards. The contractor shall remove excess soil and debris from the site. Fulton County will provide the meter, strainer, and valves. Contractor shall provide all necessary fittings, pipe, material and other necessary appurtenances required for fabrication of the meter assembly including bypass piping, removal and replacement of the meter assembly. The contractor is responsible for all leaks for a period of 180 calendar days after completion of the work. The contractor will repair leaks and related damage at no additional cost.

### **PIPE INSTALLATION IN CONJUNCTION WITH LARGE METER INSTALLATION, REPLACEMENT, OR OTHER TASKS**

Measurement of the pipe lines, on the basis of pipe installed.

Includes mobilization, all labor and equipment necessary to install pipe and necessary fittings where not provided for in other pay items. By-pass piping is not covered by this item. The site shall be left rough graded and mulched as per soil and erosion control standards. The contractor shall remove excess soil and debris from the site. Fulton County will provide no materials, the contractor shall provide all fittings, pipe, and necessary appurtenances required for pipe installation. The contractor is responsible for all leaks for a period of 180 calendar days after completion of the work. The contractor will repair leaks and related damage at no additional cost.

### **METER VAULT REPLACEMENT**

Measurement of vault replaced will be on the basis of unit price each for each vault replaced.

Includes mobilization, all labor and equipment necessary to coordinate vault delivery, off-loading and setting of vault, disconnection and re-installation of lines, taps, valves, and meters necessary to completely remove an existing meter assembly and existing vault and replace it with a new vault including excavation, dewatering, backfill, and compaction. The site shall be left rough graded and mulched as per soil and erosion control standards. The contractor shall remove excess soil and debris from the site. Fulton County will provide the vault through a vendor, the contractor shall coordinate with vendor and County to arrange delivery of vault, off-load and set vault; the contractor shall provide all fittings, pipe, and necessary appurtenances required for vault replacement. The contractor is responsible for all leaks for a period of 180 calendar days after completion of the work. The contractor will repair leaks and related damage at no additional cost.

### **METER VAULT ADJUSTMENT**

Measurement of vault adjustments will be on the basis of linear foot of adjustment of each vault adjusted to grade. There are individual line items for adjustment "up to grade".

Includes mobilization, all labor and equipment necessary to coordinate riser delivery, off-loading and setting of riser and adjust meter vault to grade as listed in the bid. The site shall be left rough graded and mulched as per soil and erosion control standards. The contractor shall remove excess soil and debris from the site. Fulton County will provide additional vault riser sections through a vendor; the contractor shall coordinate with vendor and County to arrange delivery of riser sections, off-load and set riser; the contractor shall provide all pipe, fittings and necessary appurtenances required to raise the elevation of an existing vault. The contractor is responsible for all leaks for a period of 180 calendar days after completion of the work. The contractor will repair leaks and related damage at no additional cost.

### **NEW INSTALLATION OF DDC, VALVES AND VAULT**

Measurement will be on the basis of each installed DDC and vault.

Including mobilization, all labor and equipment necessary to install a complete DDC and vault and test DDC, will be based on the price listed in the bid. The site shall be left rough graded and mulched as per soil and erosion control standards. The contractor shall remove excess soil and debris from the site. Fulton County will provide DDC, valves, and vault; Fulton County will provide the vault through a vendor, the contractor shall coordinate with vendor and County to arrange delivery of vault, off-load and set the vault; the contractor shall provide flange kits, fittings, pipe, and necessary appurtenances required for installation of DDC, vault and valves. The contractor is responsible for all leaks for a period of 180 calendar days after completion of the work. The contractor will repair leaks and related damage at no additional cost.

### **REPLACEMENT OF DDC ONLY**

Measurement will be on the basis of each replaced DDC.

Including providing mobilization, all labor and equipment necessary to remove a DDC and install a new DDC and test DDC, will be based on the price listed in the bid. The site shall be left rough graded and mulched as per soil and erosion control standards. The contractor shall remove excess soil and debris from the site. Fulton County will provide the DDC; the contractor shall provide fittings, pipe, and necessary appurtenances required for replacement of DDC. Replaced DDC shall be returned to Fulton County at 11575 Maxwell Road. The contractor is responsible for all leaks for a period of 180 calendar days after completion of the work. The contractor will repair leaks and related damage at no additional cost.

### **VALVE REPLACEMENT ON EXISTING METERS**

Measurement of valves replaced will be on the basis of unit price for each valve and valve box replaced.

Includes mobilization, all labor and equipment necessary to completely remove an existing valve and valve box and replace it with a new valve assembly including any necessary pipe, transition couplings, mechanical joint fittings, thrust restraint, excavation, dewatering, backfill and compaction. Removed valves shall be returned to the Fulton County. The site shall be left rough graded and mulched as per soil and erosion control standards. The contractor shall remove excess soil and debris from the site. Fulton County will provide valves and valve box; the contractor shall provide pipe couplings, fittings and necessary appurtenances required to replace an existing valve. The replaced valve shall be returned to Fulton County at 11575 Maxwell Road. The contractor is responsible for all leaks for a period of 180 calendar days after completion of the work. The contractor will repair leaks and related damage at no additional cost.

### **CUT-IN OF VALVES IN CONJUNCTION WITH EITHER NEW METER INSTALLATION OR METER REPLACEMENT.**

Measurement of valves with box will be on the basis of each valve installed as directed by the County.

For providing mobilization, all labor and equipment for installing valves shall be on the basis of the unit price for each in the bid. The site shall be left rough graded and mulched as per soil and erosion control standards. The contractor shall remove excess soil and debris from the site. Fulton County will provide valve and valve box; the contractor shall provide pipe, fittings and necessary appurtenances required to install valve and box. The contractor is responsible for all leaks for a period of 180 calendar days after completion of the work. The contractor will repair leaks and related damage at no additional cost.

**CASED PIPE - JACK AND BORE OR DIRECT BURY (INCLUDES INSTALLATION OF CARRIER PIPE)**

Measurement of cased pipe will be on the basis of the linear foot of bore or buried casing length installed.

Jack and bore with steel casings of various sizes shall be at the unit price bid per inch diameter per foot for jack and bore with steel casing or direct bury with steel casing and shall include: labor, equipment, casing, supports, grout, and accessories for installing casing and carrier pipe per details. Measurement for payment shall be made along the centerline of the casing from edge to edge of actual bore or buried length. Length of casing protruding outside the actual bored area shall not be included. No additional payment for mobilization, labor or equipment will be made. Payment shall also include excavation and dewatering of access pits and providing sheeting and other safety requirements by OSHA. Payment for the installation of the carrier pipe shall be included in the unit price bid. No additional payment shall be made for rock excavation if some is encountered during boring and jacking operation or direct bury. Contractor shall be responsible for the operation of the bore. Any damage caused will be the responsibility of the Contractor. Payment includes mobilization, all labor and equipment necessary to install the casing and carrier pipe. The site shall be left rough graded and mulched as per soil and erosion control standards. The contractor shall remove excess soil and debris from the site. Fulton County will provide no materials; the contractor shall provide all necessary pipe, casing and necessary appurtenances required for the installation of the casing and pipe. The contractor is responsible for all leaks for a period of 180 calendar days after completion of the work. The contractor will repair leaks and related damage at no additional cost.

**FIRE HYDRANT INSTALLATION, RELOCATION AND HEIGHT ADJUSTMENT IN CONJUNCTION WITH METER INSTALLATION / REPLACEMENT.**

Measurement of fire hydrants will be on the basis of unit price for each installed, adjusted or relocated.

For providing mobilization, all labor and equipment necessary to install, adjust or relocate a complete fire hydrant assembly will be on the basis of lump sum each as listed in the bid. Hydrants shall be adjusted to finish grade. Payment for the installation of ductile iron pipe and thrust blocking will be on the basis of unit price per foot as listed in bid. The site shall be left rough graded and mulched as per soil and erosion control standards. The contractor shall remove excess soil and debris from the site. Fulton County will provide no materials; the contractor shall provide all materials and appurtenances required for the installation, relocation or adjustment of the hydrant. The contractor is responsible for all leaks for a period of 180 calendar days after completion of the work. The contractor will repair leaks and related damage at no additional cost.

**WET TAPPING, VALVE AND VALVE BOX IN CONJUNCTION WITH EITHER NEW METER INSTALLATION OR METER REPLACEMENT**

Measurement of tapping sleeves, valves and valve boxes will be on the basis of each installed as shown on the plans.

For providing mobilization, all labor and equipment necessary to install a complete tapping sleeve, valve and valve box shall be on the basis of lump sum each as listed in the bid. Payment includes mobilization, all labor and equipment necessary to install service line, tap, valves, fittings, meter box and meter. The site shall be left rough graded and mulched as per soil and erosion control standards. The contractor shall remove excess soil and debris from the site. Fulton County will provide no materials, the contractor shall provide all necessary materials including full MJ tapping sleeve and all appurtenances required for the installation of the tap. The contractor is responsible for all leaks for a period of 180 calendar days after completion of the work. The contractor will repair leaks and related damage at no additional cost.

**CONCRETE THRUST BLOCK INSTALLATION IN CONJUNCTION WITH METER INSTALLATION / REPLACEMENT.**

Measurement will be based on the cubic yards of concrete placed as shown on the thrust block detail.

For furnishing and placing concrete thrust blocks shall include mobilization, labor and equipment required for forming as well as providing and placing of the concrete. The site shall be left rough graded and

mulched as per soil and erosion control standards. The contractor shall remove excess soil and debris from the site. Fulton County will provide no materials; the contractor shall provide all necessary materials required for the thrust blocking. The contractor is responsible for all leaks for a period of 180 calendar days after completion of the work. The contractor will repair leaks and related damage at no additional cost.

**CONCRETE & ASPHALT SIDEWALKS, DRIVEWAYS, CURBS AND GUTTERS and STREET and ROAD PAVEMENT REPLACEMENT AND FINISH IN CONJUNCTION WITH METER INSTALLATION / REPLACEMENT.**

Measurement of sidewalk, driveways, curbs and gutters and other cement or asphalt replacement will be on the basis of the bid unit price and shall include mobilization, removal and disposal of old concrete or asphalt, construction of forms, if required and the replacement and finishing of the new concrete or asphalt. Measurement of sidewalk replacement and street cut repair will be on the basis of square footage. Curb and gutter replacement will be on the basis of linear feet.

For furnishing concrete shall include forming as well as providing and removing forms. Unit prices shall include the cost of the concrete per the appropriate specification, as well as delivery charges. The unit price shall include the furnishing of mobilization all labor, materials, tools, disposal and equipment necessary to complete the work as specified or as shown. No additional payment will be made for removing and replacing damaged adjacent area of driveway caused by the Contractor.

The unit price for removing and replacing concrete pavement shall include cutting, removing and disposing existing pavement and replacing and compaction of base, sub-base, concrete and all related items, as shown on the drawings, specified or as directed by the County.

The unit price for removing and replacing asphalt pavement shall include cutting, removing and disposing of existing pavement and replacing and compaction of base, sub-base, asphalt, concrete and all related items, as shown on the drawings, specified or as directed by the County. This applies to areas where standard utility cut replacement is not required. Replacement of parking lot shall also be covered under this item.

The unit price for Type E (Section 400 of the GDOT Standard Specifications) Asphalt Topping shall include the overlaying of approximately 1 inch of Type E asphalt on existing pavement.

The site shall be left rough graded and mulched as per soil and erosion control standards. The contractor shall remove excess soil and debris from the site. The contractor is responsible for all leaks for a period of 180 calendar days after completion of the work. The contractor will repair leaks and related damage at no additional cost.

**LABOR AND EQUIPMENT IN CONJUNCTION WITH METER INSTALLATION OR REPLACEMENT (FOR SERVICES NOT INCLUDED IN OTHER PAY ITEMS)**

Measurement will be on the basis of unit cost per hour.

For providing mobilization, all labor and equipment will be on the basis of unit price per hour as listed in the bid. Payment includes mobilization, all labor and equipment.

**EROSION AND SEDIMENT CONTROL (FOR ITEMS NOT INCLUDED IN BID SHEETS)**

Measurement will be on the basis of type of erosion and sediment control device installed.

For silt fencing for erosion control purposes, including all materials, labor, equipment and tools, as shown on the Drawings, specified or directed by the County shall be included in the unit price bid for Silt Fence for various types. Payment includes mobilization, all labor and equipment necessary to install erosion and sediment control. The site shall be left rough graded and mulched as per soil and erosion control standards. The contractor shall remove excess soil and debris from the site. The contractor is responsible for all leaks for a period of 180 calendar days after completion of the work. The contractor will repair leaks and related damage at no additional cost. No additional payment will be made for the cost of

maintenance and repair work. No additional payment will be made for the cost of removal and disposal of used materials. Removal of silt fence shall be done only when construction area has been completely stabilized with permanent vegetation and all roadways and driveways have been paved and/or as directed by the Project Manager.

Measurement for installing hay bales shall be made as a separate item based on actual quantity installed. Installed hay bales that do not serve its primary purpose to control erosion will not be paid, unless shown on the work order, specified, or directed by the County.

Payment for staked hay bales shall include installation, maintenance, and replacement if necessary, of damaged bales, disposal and the furnishing of all labor, materials, equipment and tools necessary to complete the work.

Payment for dirt bag shall be made as a separate item based on quantity installed for the purpose of controlling silt during dewatering operation. The unit price shall include the furnishing of non-woven bag, gravel bed, straps, and all other labor, materials, equipment and tools necessary for a complete work.

The dirt bag is considered full, should be removed from the site when it is impractical for the bag to filter the sediment out at a reasonable flow rate, and should be replaced with a new dirt bag.

No additional payment will be made for cleaning, maintenance and disposal of dirt bag.

#### **TREE PROTECTION (FOR ITEMS NOT INCLUDED IN BID SHEETS)**

Measurement for tree protection fence shall be based on quantity installed per linear foot.

Payment of tree protection shall include all labor and material to install tree protection fence. No additional payment will be made for tree protection fence that has been damaged and has to be reestablished due to Contractor's negligence. The site shall be left rough graded and mulched as per soil and erosion control standards. The contractor shall remove excess soil and debris from the site. The contractor is responsible for all leaks for a period of 180 calendar days after completion of the work. The contractor will repair leaks and related damage at no additional cost.

#### **TREE REMOVAL (FOR ITEMS NOT INCLUDED IN BID SHEETS)**

a) Measurement of trees removed will be on a per inch basis of the measured diameter of each tree. The measurement of the tree diameter shall be made at a point 4.5' above the ground surface. If distortions, branches or swelling is located at the 4.5' level, the tree shall be measured at the 4' and 5' level and the 2 diameters averaged. On a sloped surface the measurement shall be made on the uphill side. The tape measure shall be held at a right angle to the trunk, taking care that the tape is not twisted. If a traditional tape measure is used the circumference shall be measured in inches and this figure divided by pi (3.142) to obtain the diameter in inches. Alternately a loggers diameter tape calibrated in inches may be used.

b) Payment for trees removed shall include at a minimum, cutting the specified tree down even with or as low to the ground as possible, grinding the stump 4" below ground surface, filling this depression, chopping/chipping and hauling off the premises all debris. Trees will be classified as easy access if they can be dropped and difficult access if they must be de-limbed and brought down in sections. The contractor shall be responsible for the protection of underground utilities as per the Georgia Underground Utilities Protection Act. The site shall be left rough graded and mulched as per soil and erosion control standards. The contractor shall remove excess soil and debris from the site. The contractor is responsible for all leaks for a period of 180 calendar days after completion of the work. The contractor will repair leaks and related damage at no additional cost.

#### **ROCK EXCAVATION (FOR ITEMS NOT INCLUDED IN BID SHEETS)**

Rock excavation shall be paid for as an extra in the specifications. Payment will be made for the measured quantity of rock excavated, at the sum of the unit prices bid for rock excavation. Payment includes mobilization, all labor and equipment necessary to remove and dispose of rock. The site shall be left rough graded and mulched as per soil and erosion control standards. The contractor shall remove

excess soil and debris from the site. The contractor is responsible for all leaks for a period of 180 calendar days after completion of the work. The contractor will repair leaks and related damage at no additional cost.

The maximum allowable volume of rock excavated for payment shall be based on a trench width equal to the outside diameter of the pipe barrel plus eighteen (18) inches, but not less than 36-inches, and depth of rock on the pipe centerline, from the top of the rock to the bottom of the rock or the specified bottom of trench, whichever has the higher elevation.

The County must be given reasonable notice to measure all rock. Payment shall be made based on a quantity certified correct by the County based on a joint measurement conducted by and between the Contractor and the Project Manager.

If rock is encountered that requires removal by blasting, the County will require the Contractor to employ a blasting engineer to supervise the Work. The Project Manager must approve the blasting engineer. It will be the blasting engineer's duty to advise the blaster of hole spacing and loading and to make seismic and concussion measurements where deemed necessary.

No extra payment will be made for blasting. All costs of equipment, labor and materials required for blasting shall be included in the unit price bid for rock excavation.

Payment for blast monitoring shall be made under the Task Allowances provided for blast monitoring. A fee must be agreed upon by the County prior to the Contractor employing an independent, qualified specialty subcontractor to monitor the blasting. If the Contractor employs the specialty subcontractor prior to the County's approval of the fee, all such costs are subject to non-reimbursement.

#### **TRENCH STABILIZATION (FOR ITEMS NOT INCLUDED IN BID SHEETS)**

Trench Stabilization (crushed stone, #57) will not be made where such material is a part of required pipe foundation bedding or where such material is used by the Contractor to increase production or utilize a lesser strength pipe when permitted by an improved pipe foundation or within the limits of the water meter vault footprint. Such additional use of granular material in bedding pipe or for other purposes is considered an incidental cost of constructing sewer line and no separate payment will be made. Payment includes mobilization, all labor and equipment necessary to stabilize trench. The site shall be left rough graded and mulched as per soil and erosion control standards. The contractor shall remove excess soil and debris from the site. The contractor is responsible for all leaks for a period of 180 calendar days after completion of the work. The contractor will repair leaks and related damage at no additional cost.

If trench stabilization is required for work not specifically included in the bid and the sub-grade is, by nature, too soft and mucky for proper installation of pipe, the Project Manager may order the Contractor to undercut the ditch and backfill with granular material (crushed stone, #57). The crushed stone shall be brought to grade and compacted. When the unsuitable nature of in-place material arises out of wet trench conditions, granular material will be authorized only where alternative techniques (including dewatering methods) are impractical as determined by the Project Manager.

When use of granular material is authorized, its volume in cubic yards will be computed by multiplying (1) the horizontal length of the granular material construction along the water line centerline by (2) the authorized depth of granular material measured at the side of the pipe by (3) the narrowest maximum trench width authorized in the specifications and drawings.

If during excavation, the sub-grade in-place material under roadway or other paved areas is found unsuitable, in the opinion of the Project Manager for proper backfilling of trench and installation of pavement, the Project Manager may order the Contractor to remove such material and replace it with trench stabilization material such as suitable earth material (borrow), crusher run or M-10 sand. Where trench stabilization is provided, the trench stabilization material shall be compacted to the requirement of the specifications. However, if the excavated material is found suitable but becomes unsuitable later due

to improper handling and stockpiling by the Contractor, the Contractor shall be responsible for providing suitable backfill material acceptable to the County. The County may also order the replacement of in-situ materials with trench stabilization materials. Payment of such will be similar as described below.

Payment for Trench Stabilization shall be the full compensation for removing and disposing the unsuitable material, furnishing trench stabilization material, over-excavation of trench, dewatering, compaction and other related work. Trench Stabilization materials will be measured similar to computing granular material described in item C above.

Backfilling the top portion of trench on paved areas temporarily with crusher run or granular material to make the road passable or for other purposes is considered as an incidental cost of constructing of each line item, and shall be the responsibility of the Contractor. No separate payment will be made for this work.

No additional payment will be made for disposing surplus material offsite.

**REMOVE AND REPLACE EXISTING FENCE (FOR ITEMS NOT INCLUDED IN BID SHEETS)**

Payment of removing and replacing existing fence shall be measured based on quantity removed and replaced for various type of fence. Unit price shall include all labor, material, equipment and tools necessary to complete the work as shown on the Drawings, specified or directed by the County. Payment includes mobilization, all labor and equipment necessary to remove and replace fencing. The site shall be left rough graded and mulched as per soil and erosion control standards. The contractor shall remove excess soil and debris from the site. The contractor is responsible for all leaks for a period of 180 calendar days after completion of the work. The contractor will repair leaks and related damage at no additional cost.

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

**INSPECTION OF WORK**

Inspection

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

Contractor's Duties

- A. The Contractor is responsible for all materials, equipment, methods, and procedures in execution of the work.
- B. The Contractor shall correct, to the satisfaction of the County, any work or material not provided by the County found to be defective or of deficient quality. The Contractor at no additional expense to the County shall make such corrections.

### Right of Entry

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

## **CLEANING**

### Scope

- A. 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.

### Quality Assurance

- A. Daily and more often if necessary, conducts 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.

### 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 an approved landfill.
- B. The contractor shall prevent accumulation of waste which creates hazardous conditions.
- C. Burning or burying rubbish and waste materials on the site shall not be allowed.
- D. Disposal of hazardous waste or materials into sanitary or storm sewers shall not be allowed.

### Disposable Surplus Material

- A. 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 County.

### Cleaning Materials and Equipment

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

### Compatibility

- A. 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 County.

### 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 day, if not 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. At all times maintain the site in a neat and orderly condition which meets the approval of the County.

### Final Cleaning

A. 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 section 3.01 above.

B. Site: Unless otherwise specifically directed by the county, hose down all paved areas on the site and all sidewalks; rake clean other surfaces of the grounds. Completely remove all resultant debris.

C. 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 County.

D. Restoration of Landscape Damage: Any landscape feature damaged by the contractor outside the limits of construction shall be restored as nearly as possible to its original condition at the contractor's expense. The County will decide what method of restoration shall be used.

E. Timing: Schedule final cleaning as approved by the County to enable the County to accept the Project.

### **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 Project 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 Project 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 Project 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 Project 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 Project 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.

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

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

#### **SAFETIES, EMERGENICES and SUSPENSION OF WORK**

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

In any emergency affecting the safety of persons or property, or in the event of a claimed violation of any federal or state safety or health law or regulation, arising out of or in any way connected with the work or its performance, the contractor shall act immediately to prevent threatened damage, injury or loss and to remedy said violation. Failing such action the County or its agent(s) may immediately take whatever steps it deems necessary including, but not limited to, suspending the Work as provided in this agreement. The County or its agent(s) may offset any and all costs or expenses of whatever nature, including attorneys' fees paid or incurred by the County or its agent(s) (whether such fees are for in-house counsel or counsel retained by the County or its agent), in taking the steps authorized by this Condition against any sums then or thereafter due the contractor. The contractor shall defend, indemnify and hold harmless the County, its officer, employees, agents, and contractors against any and all costs or expenses caused by or arising from the exercise by the County of its authority to act in an emergency as set out herein.

Should, in the judgment of the County or its agent(s), the contractor or any subcontractor fail to provide a safe and healthy work place or fail to follow the safety requirements defined in the contract documents and approvals, the County or its agent(s) shall have the right, but not the obligation, to suspend work in the unsafe areas until deficiencies are corrected. All costs of any nature (including, without limitation, overtime pay, liquidated damages or other costs arising out of delays) resulting from the suspension, by whomsoever incurred, shall be borne by the contractor.

The contractor is solely responsible for the implementation of its safety program and the safe provision of its services. The contractor shall defend, indemnify, and hold harmless the County and its agent(s) from and against any and all liability (whether public or private, penalties (contractual or otherwise), losses, damages, costs, attorneys' fees, expenses, causes of action, claims or judgments resulting, either in whole or in part, from any failure of; the contractor, its subcontractors at any tier or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, to comply with the safety requirements of the contract. The contractor shall not be relieved of its responsibilities under the safety requirements of the contract the County or its agent(s) act or fail to act pursuant to its rights hereunder. The County and its agents shall not assume, nor be deemed to have assumed, any responsibilities otherwise imposed upon the contractor by this agreement by virtue of having provided any safety program guidelines. The contractor shall not raise as a defense to its obligation to indemnify under this condition any failure of those indemnified hereunder to assure contractor operates safely, it being understood and agreed that no such failure shall relieve the contractor from its obligation to assure safe operation or from its obligation to so indemnify. The contractor also hereby waives any rights it may have to seek contribution, either directly or indirectly from those indemnified hereunder.

In any and all claims against those indemnified hereunder by any employee of the contractor, any subcontractor at any tier or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this condition shall not be limited in any way as to the amount or type of damages, compensation or benefits payable by or for the contractor or any subcontractor at any tier under any workers' compensation act, disability benefit or other employee benefit acts.

#### **COORDINATION WITH STATE DEPARTMENT OF TRANSPORTATION AND COUNTY**

- 1 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.
- 2 If the contractor begins work before DOT 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 in the DOT area.
- 3 The contractor shall receive no additional compensation or damages resulting from delay or work stoppage from DOT actions or scheduling.
- 4 The 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.

## **PROGRESS REPORTS AND PHOTOGRAPHS**

### General

- A. The contractor shall submit to the Project Manager, on the last day of each week, the daily progress reports for each day worked that week, including the following information:
1. A statement of work performed that day including a copy of all work orders performed.
  2. A manpower report indicating numbers working that day by trade, including subcontractors.
  3. A copy of a delivery receipt of all deliveries, to the project on that day, of the equipment or materials that require approval according to these specifications.
  4. Weather conditions.
  5. Copy of all photographs or videos
  6. Other data pertinent to the progress of the work.
- B. Prior to the beginning of any work, the contractor shall take sufficient photographs or video of the work area to record existing conditions. Following completion of the work, another recording shall be made showing the same area and features as in the pre-construction photographs. All conditions, which might later be subject to disagreement, shall be shown in sufficient detail to provide a basis for decisions. The Contractor shall mark all photographs and videos with the work order number and submit to the Project Manager with the weekly report.

## **CONSTRUCTION FACILITIES AND TEMPORARY CONTROLS**

### Work

- A. The work covered by this section includes furnishing all labor, furnishing equipment, and materials required for temporary control of construction operations.

### Pumping

- A. The contractor shall furnish and operate pumping and appurtenant piping for dewatering, flow rerouting, or any similar purposes.
- B. Pumping equipment which could disturb the public will only be operated only during a standard work day or as approved by the County.

### Temporary Facilities

- A. The contractor shall provide temporary toilets as required and shall maintain them in a sanitary condition for the duration of the work and remove them at completion.
- B. On or before the completion of the work, the contractors shall remove all temporary facilities, together with all rubbish and trash, as directed by the County.

### Storage

- A. The contractor shall secure adequate storage to accommodate the required equipment, vehicles, and materials for the period of performance of the contract.

### Removal

- A. The contractor shall remove temporary facilities from the site of the work when so notified by the County.
- B. The contractor shall enforce the instructions of the County regarding signs, advertisements, fire and smoking.

### Maintenance During Construction

- A. Continuous and effective work shall be performed day by day, with adequate equipment and forces as required to keep the backfill, pavement, structures, pipe lines and other features in satisfactory and acceptable condition at all times.
- B. In the event the contractor fails to remedy any unsatisfactory situation, within twenty-four hours after receipt of written notice from the County describing the unsatisfactory conditions, the County may be immediately proceed with adequate forces and equipment to maintain the project, and the entire cost of this maintenance will be deducted from the monies otherwise due the contractor under the contract.

### Clean-Up and Disposal

- A. At the end of each day's operation, the contractor shall thoroughly clear the work site of all dirt or debris, and generally restore the site to an acceptable condition. Upon completion of the work, all excess material and rubbish shall be removed from the job site and disposal of properly. The surrounding construction area shall be left in as good a condition as that which existed prior to construction.
- B. The contractor shall transport and expeditiously dispose of all materials removed from the construction site. Disposal shall be at no additional cost to the County, and in a manner consistent with all applicable codes and regulations.

## TRAFFIC CONTROLS

- A. The contractor shall provide all signs, barriers, markers, and flagmen as required to maintain traffic.
- B. The contractor shall maintain traffic at all times, as practicable.
- C. No road shall be closed to traffic without the approval of the County.
- D. Open trenches adjacent to traveled rights-of-way shall be properly barricaded, bridged, or otherwise maintained safe for traffic.

### Access Roads

- A. Streets, road and drives used by the contractor for access to and from the site of the work shall be protected from damage caused by the normal traffic of vehicles used for or in connection with construction work. Any such damage done shall be repaired and left in good condition at the closure of the construction period. Any new access road construction shall be all weather and have drainage structures placed as shown or as required.

### Restoration of Paving

- A. The contractor shall restore in a neat and acceptable manner all streets, roadways, or other areas where trenches have been opened.
  - 1. Bituminous concrete, and prime and seal paving shall be restored so that the wearing surface and base course shall each be in accordance with approved County standards.
  - 2. Gravel surfacing shall be restored to its original thickness with a size gravel to match the existing, but in no case shall restored surfacing be less than 4 inches.
  - 3. The contractor shall restore concrete curbs, gutters, and walks to the size and shape they originally were. Damaged sections shall be replaced with complete new sections. Patching of damaged sections will not be permitted.

### Tree and Plant Protection

- A. The contractor shall preserve and protect existing trees and plants at the site which are designated to remain and those adjacent to the site.
- B. Temporary barriers to a height of four feet shall be provided around each tree, or around each group of trees, or around plants to be protected.
- C. The contractor shall carefully supervise excavating, grading and filling, and subsequent construction operations to prevent damage.
- D. The contractor shall consult with the County, and remove those roots and branches which interfere with construction.
- E. The contractor shall replace, or suitably repair, trees and plants designated to remain, which have been damaged or destroyed due to construction operation.
- F. Reasonable care shall be taken during construction to avoid damage to vegetation. ornamental shrubbery and tree branches shall be temporarily tied back, where appropriate, to minimize damage. Trees which receive damage to branches shall be trimmed of those branches to improve the appearance of the tree. Tree trunks receiving damage from equipment shall be treated with a tree dressing.

### Soil Erosion

- A. The contractor shall be required to take the necessary steps to minimize siltation and soil erosion during construction. This work shall consist of furnishing all labor, equipment, and materials and performing all operations in connections with the construction, installation, and maintenance of all erosion and pollution controls through the use of berms, sediment basins, mulches, hay erosion checks, ditches, debris filters, and other devices.
- B. Temporary pollution control shall be coordinated with the permanent landscape program to assure economical, effective and continuous erosion control throughout the construction period.

### 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 damages 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 the 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 County.
- C. The contractor shall employ, when necessary, watchmen on the work and shall, when necessary, erect and maintain such strong and suitable barriers and such light as will effectively prevent the happening of any accident to health and/or property. Lights shall be maintained for the hours between sunset to sunrise.

### **PROJECT MAINTENANCE AND WARRANTY**

- A. Maintain and keep in good repair the work covered by the work orders and Specifications until acceptance by County.
- B. The contractor shall warrant for a period of one year from the date of County's written acceptance of certain segments of the work as defined in the contract documents, that the completed work is free from all defects due to faulty products supplied by the contractor or workmanship and the contractor shall promptly make such corrections as may be necessary by reason of such defects. The County will give notice of observed defects with reasonable promptness. In the event that the contractor should fail to make such defects, the County 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 County, 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 re-warranted for one year.

- E. The contractor shall, at contractor's 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 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.
- F. 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 County.
- G. The contractor shall be responsible for all road and entrance reconstruction.
- H. In the event the contractor fails to proceed to remedy the defects upon notification within 15 days of the date of such notice, the County 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.
- I. 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.
- J. 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.

## **SECTION 9A**

### **PERFORMANCE BOND REQUIREMENTS**

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

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

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

## PERFORMANCE BOND

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

**WHEREAS**, the Principal has entered, or is about to enter, into a certain written contract (Contract) with the Owner, dated \_\_\_\_\_, which is incorporated herein by reference in its entirety, for Large water meter installation , more particularly described in the Contract (herein called the "Project"); and

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

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

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

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

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

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

Contract, and agrees that the obligations undertaken by this Bond shall not be impaired in any manner by reason of any such modifications, omissions, additions, changes, alterations, extensions of time, change in payment terms, and amendments.

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

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

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

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

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

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

Attest:

\_\_\_\_\_  
Secretary

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

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

Attest:

\_\_\_\_\_  
Secretary

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

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

**END OF SECTION NO. 9A**

## **SECTION 9B**

### **PAYMENT BOND REQUIREMENTS**

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

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

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

## PAYMENT BOND

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

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

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

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

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

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

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

5. This Bond is made for the use and benefit of all persons, firms, and corporations who or which may furnish any materials or perform any labor for or on account of the construction-type services to be performed or supplied under the Contract, and any amendments thereto, and they and each of them may sue hereon.

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

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

**IN WITNESS WHEREOF**, the Principal and Surety have hereunto affixed their corporate seals and caused this obligations to be signed by their duly authorized representatives this \_\_\_\_\_ of \_\_\_\_\_.

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

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

Attest:

\_\_\_\_\_  
Secretary

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

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

Attest:

\_\_\_\_\_  
Secretary

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

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

**END OF SECTION NO. 9B**

## Section 10 General Conditions

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

- A. No payment shall be made for the restoration of developed property unless specifically authorized by the Project Manager, in writing, on the service order. This includes but is not limited to sidewalks and curbs, driveways, fences, walls or grass and/or sod. Any payment for restoration of such developed property will be made at the bid rate on a per unit basis.
- B. The cost of moving and reestablishing man-made and landscape features, including labor, materials and equipment shall be included in the unit price bid for such items and shall be specifically authorized by the project manager, in writing, on the work order.
- C. No additional or separate payment shall be made for cutting of concrete and asphalt pavement, excavation, disposal of rubbish and debris, pipe bedding, backfill, dewatering of trench, or repair of damaged properties. All of these items are contained in the unit price of individual items or are included as a line item in the bid. All testing required for the execution of the work shall be done as part of the price for the item involved.
- D. No additional or 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.
- E. No additional or separate payment shall be made for providing detail surveys needed for construction. The contractor shall be responsible for furnishing benchmarks, reference points and stakes to establish a base line for locating the principal component of the work. The contractor shall also be responsible for providing any 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 benchmarks, reference points and stakes.
- F. No additional or separate payment or additional payment shall be made for any special unique method, means, techniques or equipment necessary for the contractor's compliance with these specifications, regulatory requirements, permits, laws or regulations which govern the project. All costs shall be included in the unit price bid for each item.
- G. No additional or separate payment shall be made for trench excavation. All costs shall be included in the unit price bid for each item.
- H. No additional or separate payment will be made for providing sheeting, bracing, and timbering specified, shown on the drawings or necessary due to the contractor's means of construction. All costs for sheeting, bracing, and shoring shall be included in the unit price bid for each individual item.
- I. No payment will be made for sheeting removed or for sheeting left in place for the contractor's convenience.
- J. No additional or separate payment will be made for material used to provide crushed stone (#57) bedding and hunching. The cost of all bedding and hunching materials shall be included in the unit price bid for the item to which it relates except for trench stabilization.

- K. No additional or separate payment will be made for improved bedding required to compensate for over excavation of the trench. Additional bedding required to compensate for removed unsuitable materials, as directed by the project manager will be paid through the unit price bid for trench stabilization.
- L. No additional or separate payment shall be made for initial and/or final backfill.
- M. No additional or separate payment shall be made for drying out the initial backfill material in order to meet the compaction requirements.
- N. No additional or separate payment shall be made for the adding of moisture to the initial backfill materials in order to meet compaction requirements.
- O. No additional or separate payment shall be made for providing select material if the in-situ material cannot meet the compaction requirements.
- P. No additional or separate payment will be made for select backfill material. Payment for select material shall be included in the unit price bid each individual item.
- Q. No additional or separate payment will be made for disposal off site of surplus excavated materials.
- R. No additional or separate payment will be made for placing temporary crusher run backfill or granular material on top portion of trench on paved areas.
- S. All costs for clean-up and testing shall be included in the unit price bid for each individual item. Final payment shall not be made for any installation unless both testing and clean-up have been performed satisfactorily for that that item for which payment is being requested.
- T. Payment for testing shall be made at the unit price bid for each individual item. No separate payment shall be made for associated testing fees.

## **WARRANTIES**

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.

### Contractor 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 Project Manager to do so. This obligation shall survive both final payment for the work and termination of the contract.

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.

**PRICING FORMS**

**LARGE SIZE METERS & DOUBLE DETECTOR CHECK**

**1. NEW INSTALLATION OF LARGE METERS INCLUDING VAULTS, VALVES & BYPASS PIPING**

<b>ITEM NO</b>	<b>DESCRIPTION</b>	<b>QTY</b>	<b>BASE UNIT</b>	<b>UNIT PRICE</b>	<b>TOTAL</b>
1a	3" meter	<u>21</u>	EA	\$ _____	\$ _____
1b	4" meter	<u>8</u>	EA	\$ _____	\$ _____
1c	6" meter	<u>12</u>	EA	\$ _____	\$ _____
1d	8" meter	<u>8</u>	EA	\$ _____	\$ _____
1e	10" meter	<u>1</u>	EA	\$ _____	\$ _____
<b><u>End of Section 1</u></b>				<b><u>Subtotal Section 1</u></b>	\$ _____

**2. NEW INSTALLATION OF 3/4" TO 2" METERS AND TAPS IN CONJUNCTION WITH NEW LARGE METER OR DOUBLE DETECTOR CHECK INSTALLATION ONLY.**

<b>ITEM NO</b>	<b>DESCRIPTION</b>	<b>QTY</b>	<b>BASE UNIT</b>	<b>PRICE</b>	<b>EXTENDED</b>
2a	3/4 or 1" Tap and Meter Installation	<u>1</u>	EA	\$ _____	\$ _____
2b	1 1/2" or 2" Tap and Meter Installation	<u>1</u>	EA	\$ _____	\$ _____
2c	3/4" Copper tubing installation after 15 ft	<u>30</u>	LF	\$ _____	\$ _____
2d	1" Copper tubing installation after 15 ft	<u>30</u>	LF	\$ _____	\$ _____
2e	1 1/2" Copper tubing installation after 15 ft	<u>30</u>	LF	\$ _____	\$ _____
2f	2" Copper tubing installation after 15 ft	<u>30</u>	LF	\$ _____	\$ _____
<b><u>End of Section 2</u></b>				<b><u>Subtotal Section 2</u></b>	\$ _____

**3. REPLACEMENT OF LARGE METERS ONLY**

ITEM NO	DESCRIPTION	QTY	BASE UNIT	PRICE	EXTENDED
3a	3" meter	<u>15</u>	EA	\$ _____	\$ _____
3b	4" meter	<u>10</u>	EA	\$ _____	\$ _____
3c	6" meter	<u>15</u>	EA	\$ _____	\$ _____
3d	8" meter	<u>15</u>	EA	\$ _____	\$ _____
3e	10" meter	<u>1</u>	EA	\$ _____	\$ _____
<b>End of Section 3</b>					<b>Subtotal Section 3</b> \$ _____

**4. REPLACEMENT OF LARGE METERS INCLUDING VAULTS, VALVES & BYPASS PIPING**

ITEM NO	DESCRIPTION	QTY	UNIT	BASE PRICE	UNIT TOTAL
4a	3" Meter, vault, valves, bypass	<u>1</u>	EA	\$ _____	\$ _____
4b	4" Meter, vault, valves, bypass	<u>1</u>	EA	\$ _____	\$ _____
4c	6" Meter, vault, valves, bypass	<u>15</u>	EA	\$ _____	\$ _____
4d	8" Meter, vault, valves, bypass	<u>15</u>	EA	\$ _____	\$ _____
4e	10" Meter, vault, valves, bypass	<u>1</u>	EA	\$ _____	\$ _____
<b>End of Section 4</b>					<b>Subtotal Section 4</b> \$ _____

**5. REPLACEMENT OF LARGE METERS INCLUDING VALVES & BYPASS PIPING**

ITEM NO	DESCRIPTION	QTY	UNIT	PRICE	EXTENDED TOTAL
5a	3" Meter, valves, bypass	<u>1</u>	EA	\$ _____	\$ _____
5b	4" Meter, valves, bypass	<u>1</u>	EA	\$ _____	\$ _____
5c	6" Meter, valves, bypass	<u>15</u>	EA	\$ _____	\$ _____

5d	8" Meter, valves, bypass	<u>15</u>	<u>EA</u>	\$ _____	\$ _____
5e	10" Meter, valves, bypass	<u>1</u>	<u>EA</u>	\$ _____	\$ _____
<b>End of Section 5</b>		<b>Subtotal Section 5</b>		\$ _____	

**6. PIPE INSTALLATION IN CONJUNCTION WITH LARGE METER INSTALLATION**

ITEM NO	DESCRIPTION	QTY	BASE UNIT	UNIT PRICE	TOTAL
6a	Installing 6" Ductile Iron Pipe	<u>100</u>	LF	\$ _____	\$ _____
6b	Installing 8" Ductile Iron Pipe	<u>100</u>	LF	\$ _____	\$ _____
6c	Installing 10" Ductile Iron Pipe	<u>100</u>	LF	\$ _____	\$ _____
6d	Installing 12" Ductile Iron Pipe	<u>100</u>	LF	\$ _____	\$ _____
<b>End of Section 6</b>		<b>Subtotal Section 6</b>		\$ _____	

**7. METER VAULT & LID REPLACEMENT**

ITEM NO	DESCRIPTION	QTY	BASE UNIT	UNIT PRICE	TOTAL
7a	Medium vault, 108" x 60" inside dimension	1	EA	\$ _____	\$ _____
7b	Large vault, 144" X 72" inside dimension	1	EA	\$ _____	\$ _____
<b>End of Section 7</b>		<b>Subtotal Section 7</b>		\$ _____	

**8. METER AND DOUBLE DETECTOR CHECK (DDC) VAULT ADJUSTMENT**

ITEM NO	DESCRIPTION	QTY	BASE UNIT	UNIT PRICE	TOTAL
8a	Medium vault adjustment to grade (up)	<u>1</u>	VF	\$ _____	\$ _____
8b	Large vault adjustment to grade (up)	<u>1</u>	VF	\$ _____	\$ _____
<b>End of Section 8</b>		<b>Subtotal Section 8</b>		\$ _____	

**9. NEW INSTALLATION OF DDC, VAULT AND VALVES**

ITEM NO	DESCRIPTION	QTY	BASE UNIT	UNIT PRICE	TOTAL
9a	3" DDC	<u>1</u>	EA	\$ _____	\$ _____
9b	4" DDC	<u>1</u>	EA	\$ _____	\$ _____
9c	6" DDC	<u>1</u>	EA	\$ _____	\$ _____
9d	8" DDC	<u>1</u>	EA	\$ _____	\$ _____
9e	10" DDC	<u>1</u>	EA	\$ _____	\$ _____
9f	12" DDC	<u>1</u>	EA	\$ _____	\$ _____
<b>End of Section 9</b>			<b>Subtotal Section 9</b>	\$ _____	

**10. REPLACEMENT OF DDC ONLY**

ITEM NO	DESCRIPTION	QTY	BASE UNIT	UNIT PRICE	TOTAL
10a	3" DDC	<u>1</u>	EA	\$ _____	\$ _____
10b	4" DDC	<u>1</u>	EA	\$ _____	\$ _____
10c	6" DDC	<u>1</u>	EA	\$ _____	\$ _____
10d	8" DDC	<u>1</u>	EA	\$ _____	\$ _____
10e	10" DDC	<u>1</u>	EA	\$ _____	\$ _____
10f	12" DDC	<u>1</u>	EA	\$ _____	\$ _____
<b>End of Section 10</b>			<b>Subtotal Section 10</b>	\$ _____	

**11. SINGLE VALVE REPLACEMENT ON EXISTING METERS**

ITEM NO	DESCRIPTION	QTY	BASE UNIT	UNIT PRICE	TOTAL
11a	3" valve	1	EA	\$ _____	\$ _____
11b	4" valve	1	EA	\$ _____	\$ _____
11c	6" valve	1	EA	\$ _____	\$ _____
11d	8" valve	1	EA	\$ _____	\$ _____
11e	10" valve	1	EA	\$ _____	\$ _____
11f	12" valve	1	EA	\$ _____	\$ _____
<b>End of Section 11</b>			<b>Subtotal Section 11</b>	\$ _____	

**12. CUT IN OF VALVES IN CONJUNCTION WITH EITHER NEW METER INSTALLATION OR METER REPLACEMENT.**

<b>ITEM NO</b>	<b>DESCRIPTION</b>	<b>QTY</b>	<b>BASE UNIT</b>	<b>UNIT PRICE</b>	<b>TOTAL</b>
12a	Install 3" Gate Valve w/valve box	<u>1</u>	EA	\$ _____	\$ _____
12b	Install 4" Gate Valve w/valve box	<u>1</u>	EA	\$ _____	\$ _____
12c	Install 6" Gate Valve w/valve box	<u>1</u>	EA	\$ _____	\$ _____
12d	Install 8" Gate Valve w/valve box	<u>1</u>	EA	\$ _____	\$ _____
12e	Install 10" Gate Valve w/valve box	<u>1</u>	EA	\$ _____	\$ _____
12f	Install 12" Gate Valve w/valve box	<u>1</u>	EA	\$ _____	\$ _____
<b><u>End of Section 12</u></b>				<b><u>Subtotal Section 12</u></b>	<b>\$ _____</b>

**13. INSTALLATION OF CASING AND CARRIER PIPE**

<b>ITEM NO</b>	<b>DESCRIPTION</b>	<b>QTY</b>	<b>BASE UNIT</b>	<b>UNIT PRICE</b>	<b>TOTAL</b>
13a	12" Bored Casing with 0.33" Wall Thickness	<u>40</u>	LF	\$ _____	\$ _____
13b	16" Bored Casing with 0.375" Wall Thickness	<u>40</u>	LF	\$ _____	\$ _____
13c	20" Bored Casing with 0.375" Wall Thickness	<u>40</u>	LF	\$ _____	\$ _____
13d	12" Direct Bury Casing with 0.33" Wall Thickness	<u>40</u>	LF	\$ _____	\$ _____
13e	16" Direct Bury Casing with 0.375" Wall Thickness	<u>40</u>	LF	\$ _____	\$ _____
13f	20" Direct Bury Casing with 0.375" Wall Thickness	<u>40</u>	LF	\$ _____	\$ _____
<b><u>End of Section 13</u></b>				<b><u>Subtotal Section 13</u></b>	<b>\$ _____</b>

**14. FIRE HYDRANT INSTALLATION, RELOCATION AND HEIGHT ADJUSTMENT IN CONJUNCTION WITH METER INSTALLATION AND REPLACEMENT.**

ITEM NO	DESCRIPTION	QTY	BASE UNIT	UNIT PRICE	TOTAL
14a	Fire Hydrant Installation (0-4 1/2' bury depth)	<u>1</u>	EA	\$ _____	\$ _____
14b	Fire Hydrant Relocation (0-20' distance from existing hydrant)	<u>1</u>	EA	\$ _____	\$ _____
14c	Install 6" Fire Hydrant Extension	<u>1</u>	EA	\$ _____	\$ _____
14d	Install 12" Fire Hydrant Extension	<u>1</u>	EA	\$ _____	\$ _____
14e	Install 18" Fire Hydrant Extension	<u>1</u>	EA	\$ _____	\$ _____
14f	Install 24" Fire Hydrant Extension	<u>1</u>	EA	\$ _____	\$ _____
14g	Install 36" Fire Hydrant Extension	<u>1</u>	EA	\$ _____	\$ _____
<b><u>End of Section 14</u></b>				<b><u>Subtotal Section 14</u></b>	\$ _____

**15. WET TAPPING, VALVE AND VALVE BOX IN CONJUNCTION WITH EITHER NEW METER INSTALLATION OR METER REPLACEMENT.**

ITEM NO	DESCRIPTION	QTY	BASE UNIT	UNIT PRICE	TOTAL
15a	6" x 6"	<u>1</u>	EA	\$ _____	\$ _____
15b	6" x 8"	<u>1</u>	EA	\$ _____	\$ _____
15c	6" x 10"	<u>1</u>	EA	\$ _____	\$ _____
15d	6" x 12"	<u>1</u>	EA	\$ _____	\$ _____
15e	6" x 16"	<u>1</u>	EA	\$ _____	\$ _____
15f	6" x 24"	<u>1</u>	EA	\$ _____	\$ _____
15g	8" x 8"	<u>1</u>	EA	\$ _____	\$ _____
15h	8" x 10"	<u>1</u>	EA	\$ _____	\$ _____
15i	8" x 12"	<u>1</u>	EA	\$ _____	\$ _____
15j	8" x 16"	<u>1</u>	EA	\$ _____	\$ _____
15k	8" x 24"	<u>1</u>	EA	\$ _____	\$ _____
15l	10" x 10"	<u>1</u>	EA	\$ _____	\$ _____

15m	10" x 12"	<u>1</u>	EA	\$	\$
15n	10" x 16"	<u>1</u>	EA	\$	\$
15o	10" x 24"	<u>1</u>	EA	\$	\$
15p	12" x 12"	<u>1</u>	EA	\$	\$
15q	12" x 16"	<u>1</u>	EA	\$	\$
15r	12" x 24"	<u>1</u>	EA	\$	\$

**End of Section 15                      Subtotal Section 15                      \$**

**16. CONCRETE THRUST BLOCK INSTALLATION IN CONJUNCTION WITH EITHER NEW METER INSTALLATION OR METER REPLACEMENT.**

ITEM NO	DESCRIPTION	QTY	BASE UNIT	UNIT PRICE	TOTAL
16a	Concrete Thrust Block	<u>1</u>	CU YD	\$	\$

**End of Section 16                      Subtotal Section 16                      \$**

**MISC SERVICES IN CONJUNCTION WITH METER INSTALLATION**

**17. CONCRETE & ASPHALT SIDEWALKS, DRIVEWAYS, CURBS AND GUTTERS and STREET and ROAD PAVEMENT REPLACEMENT AND FINISH IN CONJUNCTION WITH EITHER NEW METER INSTALLATION OR METER REPLACEMENT.**

ITEM NO	DESCRIPTION	QTY	BASE UNIT	UNIT PRICE	TOTAL
17a	Remove and Replace Curb				
	i. Concrete Curb	<u>100</u>	LF	\$	\$
	iii. Granite Curb	<u>10</u>	LF	\$	\$
17b	Remove and Replace Driveway				
	i. Concrete Driveway	<u>100</u>	SF	\$	\$
	ii. Asphalt Driveway	<u>60</u>	SF	\$	\$
	iii. Gravel Driveway	<u>20</u>	SF	\$	\$
	iv. Decorative Paver	<u>10</u>	SF	\$	\$
	v. Brick Driveway	<u>10</u>	SF	\$	\$
17c	Concrete Sidewalk				
	i. Remove and Replace Sidewalk	<u>100</u>	SF	\$	\$
17d	Remove and Replace Pavement				
	i. Concrete Pavement	<u>100</u>	SF	\$	\$
	ii. Asphalt Pavement	<u>100</u>	SF	\$	\$

iii.	FC Standard Utility Cut Replacement	100	SF	\$	\$
iv.	1 ½ in Type "E" Asphalt Topping	100	SF	\$	\$

**End of Section 17** **Subtotal Section 17** \$ \_\_\_\_\_

**18. LABOR AND EQUIPMENT IN CONJUNCTION WITH EITHER NEW METER INSTALLATION OR METER REPLACEMENT (FOR ITEMS NOT INCLUDED IN BID SHEETS)**

ITEM NO	DESCRIPTION	QTY	BASE UNIT	UNIT PRICE	TOTAL
18a	Three Man Crew and Equipment	8	HR	\$	\$
18b	One Man Crew and Equipment	8	HR	\$	\$
18c	Supervisor	8	HR	\$	\$
18d	Weekend and Holiday 3 personnel & Equip	8	HR	\$	\$
18e	Weekend and Holiday 1 personnel & Equip	8	HR	\$	\$
18f	Weekend and Holiday Supervisor	8	HR	\$	\$

**End of Section 18** **Subtotal Section 18** \$ \_\_\_\_\_

**19. EROSION AND SEDIMENT CONTROL (FOR ITEMS NOT INCLUDED IN BID SHEETS)**

ITEM NO	DESCRIPTION	QTY	BASE UNIT	UNIT PRICE	TOTAL
19a	Temporary Grassing	1000	SF	\$	\$
19b	Type "A" Silt Fence	100	LF	\$	\$
19c	Type "B" Silt Fence	100	LF	\$	\$
19d	Type "C" Silt Fence	100	LF	\$	\$
19e	Haybales	10	EA	\$	\$
19f	Dirt Bag (silt control pumping system)	1	EA	\$	\$

**End of Section 19** **Subtotal Section 19** \$ \_\_\_\_\_

**20. TREE PROTECTION (FOR ITEMS NOT INCLUDED IN BID SHEETS)**

ITEM NO	DESCRIPTION	QTY	UNIT	BASE PRICE	UNIT TOTAL
20a	Tree Protection Fence (active)	100	LF	\$	\$
20b	Tree Protection Fence (passive)	100	LF	\$	\$

**End of Section 20** **Subtotal Section 20** \$ \_\_\_\_\_

**21. TREE REMOVAL (FOR ITEMS NOT INCLUDED IN BID SHEETS)**

ITEM NO	DESCRIPTION	QTY	BASE UNIT	UNIT PRICE	TOTAL
21a	Tree Removal, easy access	100	IN	\$ _____	\$ _____
21b	Tree Removal, difficult access	100	IN	\$ _____	\$ _____
<b>End of Section 21</b>			<b>Subtotal Section 21</b>	\$ _____	

**22. ROCK EXCAVATION(FOR ITEMS NOT INCLUDED IN BID SHEETS)**

ITEM NO	DESCRIPTION	QTY	BASE UNIT	UNIT PRICE	TOTAL
22a.	Excavation and Removal of Rock (Associated with work under this contract small amounts)	1	CY	\$ _____	\$ _____
<b>End of Section 22</b>			<b>Subtotal Section 22</b>	\$ _____	

**23. TRENCH STABILIZATION (FOR ITEMS NOT INCLUDED IN BID SHEETS)**

ITEM NO	DESCRIPTION	QTY	BASE UNIT	UNIT PRICE	TOTAL
23a.	Suitable Earth Materials (borrow)	10	CY	\$ _____	\$ _____
23b	Crusher Run	10	CY	\$ _____	\$ _____
23c	Crushed Stone, No. 57	10	CY	\$ _____	\$ _____
23d	M-10 Sand	10	CY	\$ _____	\$ _____
<b>End of Section 23</b>			<b>Subtotal Section 23</b>	\$ _____	

**24. REMOVE AND REPLACE EXISTING FENCE**

ITEM NO	DESCRIPTION	QTY	BASE UNIT	UNIT PRICE	TOTAL
24a	4-ft High Chain Link	100	LF	\$ _____	\$ _____
24b	6-ft High Chain Link	100	LF	\$ _____	\$ _____
24c	4-ft High Wood	100	LF	\$ _____	\$ _____
24d	6-ft High Wood	100	LF	\$ _____	\$ _____
<b>End of Section 24</b>			<b>Subtotal Section 24</b>	\$ _____	

The Total Bid Amount is the value on which your bid will be evaluated. The sub totals for each section are to assist to insure the accuracy of the Total Bid Amount only and will not be evaluated separately.

**TOTAL BID AMOUNT, ITEM 1 through ITEM 24 inclusive;**

The amount of \_\_\_\_\_

Dollars (\$ \_\_\_\_\_)

The Bidder declares that he understands that the quantities shown for the unit prices items are subject to either increase or decrease, and that should the quantities of any of the items of work be increased, the Bidder proposes to do the additional work at the unit prices stated herein; and should the quantities be decreased, the Bidder also understands that payment will be made on the basis of actual quantities at the unit price bid and will make no claim for anticipated profits for any decrease in quantities; and that actual quantities will be determined upon completion of work, at which time adjustments will be made to the contract amount by direct increase or decrease. The Bidder furthermore agrees that, in the case of a failure on his part to execute the Contract Agreement and Bonds within ten days after receipt of conformed contract documents for execution, the Bid Bond accompanying his bid and the monies payable thereon shall be paid into the funds of the County as liquidated damages for such failure.

The Bidder shall list below work done of a similar nature to that Bid for, as references that will afford the County opportunity to judge as to experience, standing, and financial ability.

**OWNER'S NAME**

**OWNER'S REPRESENTATIVE'S  
TELEPHONE**

**Contractor must submit pricing exactly as directed. Contractor must provide pricing on each of the items in at least one portion of the County. Failure to do so will result in disqualification from bid. Contractor is not required to submit pricing for both north and south Fulton.**