



# FULTON COUNTY

**Vision**  
*People Families  
Neighborhoods*

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

**Values**  
*People Customer  
Services Resource  
Ethics*

## REQUEST FOR INVITATION TO BID NO. 10ITB74109A-DR SEWER INSPECTION & CLEANING SERVICE

For

**Public Works**

**BID DUE DATE AND TIME:** August 26, 2010 at 11:00AM  
**BID ISSUANCE DATE:** July 22, 2010  
**PURCHASING CONTACT:** Donald R. Riley, CPPB, Assistant Purchasing Agent  
**E-MAIL:** [Donald.Riley@fultoncountyga.gov](mailto:Donald.Riley@fultoncountyga.gov)

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

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# SECTION 1 INSTRUCTIONS TO BIDDERS

## INVITATION TO BID

### 10ITB74109A-DR, Sewer Inspection & Cleaning Service

#### FULTON COUNTY GOVERNMENT

#### SECTION 1 - INSTRUCTIONS TO BIDDERS

Fulton County Government ("County") invites sealed bids for Sewer Inspection and Cleaning Services for Georgia Women for Fulton County Government.

##### 1. GENERAL INFORMATION

- a. **Purchasing the Bid Document:** This document and supporting documents can be downloaded at the Fulton County Website <http://www.fultoncountyga.gov> under "Bid Opportunities".
- b. **The Bid package consists of the following scope of work:** Vendors are to provide Sewer Inspection & Cleaning Service to the Department of Public Works. The work to be performed under this contract shall consist of furnishing all labor, materials, tools, equipment and incidentals and completing all Work required in order to perform an assessment, using CCTV and/or Sonar, of the condition of the sewer system in Fulton County, sewer lines and manholes, for cleanliness and structural integrity. Based upon the results of the CCTV and/or Sonar assessment the County will direct that certain sections of the sewer system be cleaned. The entire sewer system in Fulton County will be completed during the term of this contract and renewal periods. The entire system in Fulton County shall be completely inspected over a five (5) year period. An estimated 2,505,888 feet shall be inspected and/or cleaned every year. 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 at (404) 612-7916 or e-mail [Donald.Riley@fultoncountyga.gov](mailto:Donald.Riley@fultoncountyga.gov). Information regarding the bid requirements may be obtained by using the following procedure. Inquiries must be submitted in writing to:

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

Phone: (404) 612- 7916  
Fax: (404) 893- 1876  
Reference Bid: **10ITB74109A-DR, Sewer Inspection and  
Cleaning Services**

**2. PRE-BID CONFERENCE**

A pre-bid conference will be held on **August 5, 2010 at 2:00P.M.** 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 and 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. SUBCONTRACTING OPPORTUNITIES**

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

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

**5. 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 FIVE (5) 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: 10ITB74109A-DR, Sewer Inspection and Cleaning Services**

- 6. **BIDDER'S MODIFICATION AND WITHDRAWAL OF BIDS:** A Bidder may modify or withdraw its bid by written request, provided that the request is received by the County prior to the bid due date and time at the address to which bids are to be submitted. Provided further, that in case of an electronic request (i.e. facsimile, e-mail, etc.) a written confirmation thereof over the authorized signature of the Bidder must be received by the County at the address to which original Bids are to be submitted within three (3) calendar days after issue of the electronic message. Following withdrawal of its bid, the Bidder may submit a new, 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.**
- 7. **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 Donald R. Riley, CPPB no later than 2:00 PM, August 20, 2010. 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 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.

- 8. **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 Sub-Contractor
8. Contract Compliance Forms, fully executed
  - a. Promise of Non-Discrimination (Exhibit A)
  - b. Employment Report (Exhibit B)
  - c. Schedule of Intended Sub-Contractor Utilization (Exhibit C)
  - d. Letter of Intent to Perform As a Sub-Contractor or Provide Materials or Services (Exhibit D)
  - e. Declaration Regarding Sub-Contractor 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.

**9. TERM OF CONTRACT**

Any award made as a result of this bid will be from date of contract execution and continuing for one (1) year. Fulton County reserves the right of an option of two (2) additional one (1) year renewal periods pending availability of departmental appropriated funding and Contractor compliance with County rules and policies. Fulton County reserves the right to award this bid in whole or in part to one or several Bidders and the right to cancel any award made at any time within thirty (30) day notice.

**10. MULTI-YEAR CONTRACT TERM**

The period of this Agreement shall consist of a series of Terms as defined below. The County is obligated only to pay such compensation under this Agreement as may lawfully be made from funds budgeted and appropriated for that purpose during the County's then current fiscal year.

**a. Commencement Term.**

The "Commencement Term" of this Agreement shall begin on the date of execution of the Agreement in the year 2010, the starting date, and shall end absolutely and without further obligation on the part of the County on the 31<sup>st</sup> day of December, 2010. The Commencement Term shall be subject to events of termination and the County's termination rights that are described elsewhere in this Agreement. Notwithstanding anything contained in this Agreement, the County's obligation to make payments provided under this Agreement shall be subject to the County's annual appropriations of funds for the goods, services, materials, property and/or supplies procured under this Agreement by the County's governing body and such obligation shall not constitute a pledge of the County's full faith and credit within the meaning of any constitutional debt limitation.

**b. Renewal Terms.**

Unless the terms of this Agreement are fulfilled with no further obligation of the part of either party on or before the final date of the Commencement Term as stated above, or unless an event of termination as defined within this Agreement occurs during the Commencement Term, this Agreement may be renewed at the written option of the County upon the approval of the County Board of Commissioners for two (2) one-year ("Renewal Terms"). However, no Renewal Term of this Agreement shall be authorized nor shall any Renewal Term of this Agreement commence unless and until each Renewal Term has first been approved in writing by the County Board of Commissioners for the calendar year of such Renewal Term. If approved by the County Board of Commissioners, the First Renewal Term shall begin on the 1<sup>st</sup> day of January, 2011 and shall end no later than the 31<sup>st</sup> day of December, 2011. If approved by the County Board of Commissioners, the Second Renewal Term shall begin on the 1<sup>st</sup> day of January, 2012 and shall end no later than the 31<sup>st</sup> day of December, 2012. If the County chooses not to exercise any Renewal Term as provided in this Section, then the Term of this Agreement then in effect shall also be deemed the "Ending Term" with no further obligation on the party of either party.

**c. Term Subject to Events of Termination.**

All "Terms" as defined within this Section are subject to the section of this Agreement which pertain to events of termination and the County's rights upon termination.

**d. Same Terms.**

Unless mutually agreed upon in writing by the parties, or otherwise indicated herein, all provisions and conditions of any Renewal Term shall be exactly the same as those contained within in this Agreement.

**e. Statutory Compliance Regarding Purchase Contracts.**

The parties intend that this Agreement shall, and this Agreement shall operate in conformity with and not in contravention of the requirements of O.C.G.A. § 36-60-13, as applicable, and in the event that this Agreement would conflict therewith, then this Agreement shall be interpreted and implemented in a manner consistent with such statute.

**11. 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.

12. **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. 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.

13. **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.
14. **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.
15. **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.
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.

**26. 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 Sub-Contractor 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 Sub-Contractor 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 Sub-Contractor 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 Sub-Contractors, as follows:
- (a) On or after July 1, 2007, to public employers, contractors, or Sub-Contractors of 500 or more employees;
  - (b) On or after July 1, 2008, to public employers, contractors or Sub-Contractors of 100 or more employees; and
  - (c) On or after July 1, 2009, to all other public employers, their contractors, or Sub-Contractors.

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

**27. PROFESSIONAL LICENSES (*NON-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.

**28. 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 delivery 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 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 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”.

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

**END OF SECTION**

**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)	
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 (NOT APPLICABLE) 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 Sub-Contractor Affidavit	
5	Office of Contract Compliance Requirements Exhibit A - Promise of Non-Discrimination Exhibit B - Employment Record Exhibit C - Schedule of Intended Sub-Contractor Utilization Exhibit D - Letter of Intent to Perform as Sub-Contractor Exhibit E - Declaration Regarding Sub-Contractor Practices Exhibit F - Joint Venture Disclosure Affidavit Exhibit G - Prime Contractor/Sub-Contractor Utilization Report Equal Business Opportunity Plan (EBO Plan)	
6	Insurance and Risk Management Provisions	
7	Pricing Forms	

**SECTION 2**

**BID FORM**

**10ITB74109A-DR, Sewer Inspection & Cleaning**

Submitted August 26, 2010

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**

## SECTION 3 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 **(Not Applicable)**
- 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 Sub-Contractor Affidavit

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

STATE OF GEORGIA  
COUNTY OF FULTON

I, \_\_\_\_\_ certify that pursuant to Fulton County Code Section 2-320 (11), this bid or proposal is made without prior understanding, agreement or connection with any corporation, firm or person submitting a bid for the same work, labor or service to be done or the supplies, materials or equipment to be furnished and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of state and federal law and can result in fines, prison sentences and civil damages awards. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid 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 \_\_\_\_\_, 2010.

\_\_\_\_\_  
(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 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 Company To Submit The Bid Herein And To Legally Obligate The Bidder Thereto.

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

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

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

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

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

(Corporate Seal)

# FORM C: GEORGIA PROFESSIONAL LICENSE CERTIFICATION (NOT APPLICABLE)

**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 Sub-Contractors 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 Sub-Contractor shall attach an explanation to this bid.

### 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, Sub-Contractor or Business Corporation, Partnership, Limited Liability Corporation, Firm, Contractor, Sub-Contractor or Business Structured; provided, further, that any such entity shall also be subject to suspension under this section if any of its Constituents, Members, Sub-Contractors 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 Statues arising out of the solicitation and submission of bids;
- (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 Sub-Contractor 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 from consideration or termination of the Contract, once awarded. This document must be completed and included as a part of the bid 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 \_\_\_\_\_, 2010

\_\_\_\_\_  
(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 submission and included as a part of the bid submitted for this project. Disclosure is required for Offerors, Joint Venture Partners and first-tier Sub-Contractors.

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 declared as non-responsive. This document must be completed and included as a part of the bid 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 \_\_\_\_\_, 2010

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

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

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

**Sworn to and subscribed before me,**

this \_\_\_\_\_ day of \_\_\_\_\_, 2010

\_\_\_\_\_  
(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 Sub-Contractor(s) in connection with the physical performance of services to this contract with **Fulton County Government**, contractor will secure from such Sub-Contractor(s) similar verification of compliance with O.C.G.A/ 13-10-91 on the Sub-Contractor 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 Sub-Contractor(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 Sub-Contractor

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

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 2010.

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 SUB-CONTRACTOR AFFIDAVIT**

**Instructions:**

In the event that your company is awarded the contract for this project, and will be utilizing the services of any Sub-Contractor(s) in connection with the physical performance of services pursuant to this contract, the following affidavit must be completed by such Sub-Contractor(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 Sub-Contractor affidavit(s) shall become a part of the contract and all Sub-Contractor(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 Sub-Contractor(s) affidavit(s) shall become a part of any Contractor/Sub-Contractor agreement(s) entered into by your company.

STATE OF GEORGIA  
COUNTY OF FULTON

**FORM H: GEORGIA SECURITY AND IMMIGRATION SUB-CONTRACTOR AFFIDAVIT**

By executing this affidavit, the undersigned Sub-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]** \_\_\_\_\_ 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 Sub-Contractor

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

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 2010.

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).

**END OF SECTION NO. 3**

## 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.

**BID BOND**

**10ITB74109A-DR, SEWER INSPECTION & CLEANING SERVICES  
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 Sewer Inspection & Cleaning Service, 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 to the Fulton County Government, each in the amount of one hundred (100%) percent of the total contract price in form and with security satisfactory to said Fulton County Government, then this obligation to be void; otherwise, to be and remain in full force and virtue in law; and the SURETY shall upon failure of the PRINCIPAL to comply with any or all of the foregoing requirements within the time specified above immediately pay to the Fulton County Government, upon demand the amount hereof in good and lawful money of the United States of America, not as a penalty but as liquidated damages.

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

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

\_\_\_\_\_ Dollars

(\$\_\_\_\_\_ ) being in the amount of five (5%) percent of the CONTRACT Sum.

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

IN TESTIMONY THEROF, the PRINCIPAL and SURETY have caused these presents to be duly signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_, 2010.

(Signatures on next page)

ATTEST:

\_\_\_\_\_  
PRINCIPAL

\_\_\_\_\_

(SEAL)

BY \_\_\_\_\_

**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. The EBO Plan is designed to enhance the utilization of a particular racial, gender or ethnic group by a Bidder, 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 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/Sub-Contractor Utilization Report) that all Sub-Contractors, 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 Sub-Contractors, Sub-Consultants or Suppliers until it has received a progress payment from Fulton County, the Prime Contractor shall pay all Sub-Contractors, 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 Sub-Contractor, 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 Sub-Contractor Utilization
- **Exhibit D** - Letter of Intent to Perform As a Sub-Contractor or Provide Materials or Services
- **Exhibit E** - Declaration Regarding Sub-Contractor 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 Sub-Contractor 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 Sub-Contractors will be utilized by the Bidder/proposer to complete this project, then the demographic employment make-up of the Sub-Contractor(s) must be identified and submitted with this bid.

EMPLOYEES

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

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

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

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

This completed form is for (Check one) \_\_\_\_\_ Bidder/Proposer \_\_\_\_\_ Sub-Contractor

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

**EXHIBIT C – SCHEDULE OF INTENDED SUB-CONTRACTOR 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 Sub-Contractors 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 SUB-CONTRACTOR UTILIZATION**

SUB-CONTRACTOR NAME: \_\_\_\_\_

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

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

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

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

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

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

SUB-CONTRACTOR NAME: \_\_\_\_\_

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

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

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

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

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

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

SUBCONTRATOR NAME: \_\_\_\_\_

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

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

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

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

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

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

SUBCONTRATOR 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 SUB-CONTRACTOR UTILIZATION****Total Dollar Value of Sub-Contractor Agreements: (\$)****Total Percentage Value: (%)**

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

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

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

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

\_\_\_\_\_

Telephone: (     ) \_\_\_\_\_

Fax Number: (     ) \_\_\_\_\_

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

**EXHIBIT D**

**LETTER OF INTENT TO PERFORM AS A SUB-CONTRACTOR  
OR  
PROVIDE MATERIALS OR SERVICES**

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

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

From: \_\_\_\_\_  
(Name of Sub-Contractor 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)

\_\_\_\_\_  
(Sub-Contractor)

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/SUB-CONTRACTOR 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:	

<b>PRIME CONTRACTOR</b>		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: \$ \_\_\_\_\_

**SUB-CONTRACTOR 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

#### Insurance and Risk Management Provisions

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

- A letter from an insurance carrier stating that upon your firm/company being the successful Bidder/Respondent that a Certificate of Insurance shall be issued in compliance with the Insurance and Risk Management Provisions outlined below.
- A Certificate of Insurance complying with the Insurance and Risk Management Provisions outlined below (Request for Bid/Proposal number and Project Description must appear on the Certificate of Insurance).
- A combination of 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. Any and all Insurance Coverage(s) and Bonds required under the terms and conditions of the contract shall be maintained during the entire length of the contract, including any extensions or renewals thereto, and until all work has been completed to the satisfaction of Fulton County Government.

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

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

Employer's Liability Insurance	BY ACCIDENT - EACH ACCIDENT	\$
500,000.		
Employer's Liability Insurance	BY DISEASE - POLICY LIMIT	\$
500,000.		
Employer's Liability Insurance	BY DISEASE - EACH EMPLOYEE	\$
100,000.		

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

Bodily Injury and Property Damage Liability	Each Occurrence	- \$1,000,000
(Other than Products/Completed Operations)	General Aggregate	- \$2,000,000
**To include Designated Per Project/Location Endorsement #CG2503/CG2504**		
Products\Completed Operations	Aggregate Limit	- \$2,000,000
Personal and Advertising Injury	Limits	- \$1,000,000
Fire Damage	Limits	- \$100,000

**3. BUSINESS AUTOMOBILE LIABILITY INSURANCE**

- Combined Single Limits** Each Occurrence - \$1,000,000  
 (Including operation of non-owned, owned, and hired automobiles).  
 \*\*Include Broadened Pollution – Endorsement # CG9948 and MCS 90\*\*
4. **UMBRELLA LIABILITY**  
 (In excess of Auto GL and Employers Liability) Each Occurrence - \$1,000,000
5. **CONTRACTOR'S POLLUTION LIABILITY** Each Occurrence - \$1,000,000  
 (To include three (3) years of extended Completed Operations coverage or a three (3) year extended reporting period. To include Non-owned Waste Disposal Site Endorsement

\*\*If Broadened Pollution on Auto is not included, to be included by evidence of Transit Coverage under the Pollution Policy\*\*

#### **Certificates:**

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 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 Sub-Contractor. 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.

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

Such certificates and notices shall be sent to:

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

#### **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 permitted by Law, Contractor/Vendor hereby agrees to release, indemnify, defend and hold harmless the County, its Commissioners, officers, employees, Sub-Contractors, 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, its directors, officers, employees, Sub-Contractors, successors, assigns or agents, or otherwise in connection with its acceptance, or the performance, or nonperformance, of its obligations under this 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, Sub-Contractors, 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.

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

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

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

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

## **SECTION 7**

### Scope of work and technical specifications

#### **PART 1 - GENERAL**

##### **1.01 DESCRIPTION**

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. Because of the volume of Work to be completed each year, it is the County's belief that multiple investigation Contractors will be required to complete the Work in a timely manner. The County, however, does not desire to issue multiple contracts to complete the work. Therefore, serious consideration will be given to teams of multiple inspection Sub-Contractors, working under the management of a single management Prime Contractor. The Prime Contractor may be an inspection Contractor, but this is neither a requirement nor hindrance for consideration of the work. The Prime Contractor must be able to show experience in management of multiple investigation Sub-Contractor as detailed in Section 001.

The Prime Contractor's team shall be structured so that the work shall 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 Prime Contractor will be awarded the single Contract for the Work. The Prime Contractor shall detail in its proposal 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 Prime Contractor, however, will not be bound to use only those Sub-Contractors named in the proposal. The Prime Contractor will have the option to change Sub-Contractors as needed throughout the duration of the contract for the purpose of improving the performance of the Work, improving Work, quality or increasing Work production rates. The Prime Contractor, however, must secure written authorization from the County before canceling or awarding any Sub-Contract.

The Prime Contractor shall detail in its request for authorization from the County the planned use and involvement of any new Sub-Contractors, including, but not limited to, the name, address, telephone and facsimile numbers, individual contract name, and a detailed explanation of reasoning for the termination or change of Sub-Contractor, if applicable.

The Prime 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 Prime Contractor shall include appropriate provisions in all applicable Sub-Contracts relative to the Work to bind all Sub-Contractors to the Prime 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 Prime Contractor the same power of termination in regards to Sub-Contracts as the County may exercise over the Prime Contractor under any provisions of the Contract Documents.

The Prime Contractor may award up to one hundred percent of the field investigative closed circuit television and sewer cleaning work to Sub-Contractors.

The purpose of this project is to assess, using CCTV and/or Sonar, the condition of the sewer system in Fulton County, sewer lines and manholes, for cleanliness and structural integrity. Based upon the results of the CCTV and/or Sonar assessment the County will direct that certain sections of the sewer system be cleaned. The estimated time to inspect the entire Fulton County Sewer System is 5 years. Each year of the contract shall require the contractor to inspect and/or clean an estimated cumulative of 2,500,000 feet. The additional renewal years will require 2,500,000 feet of sewer inspected.

- a) Conduct CCTV and/or Sonar inspections of all wastewater sewer collection system (6" – 54") gravity sewers and associated manholes) in Fulton County within the term of this contract. Conduct inspections in accordance with Section 02705.
- b) To clean, as directed to remove silt, debris, scale and other deleterious materials from (6" – 54") gravity sewers and associated manholes. Cleaning includes removal of sediment and debris, grease, and corroded concrete as defined in Section 02706
- c) Sewers where the CCTV/sonar inspection indicates that 0-5% of the diameter of the sewer is obstructed by silt/debris, the sewer shall be assessed and no further action is anticipated.
- d) Sewers where the CCTV/sonar inspection indicates that 5-30% of the diameter of the sewer is obstructed by silt/debris, the contractor shall conduct a normal cleaning in accordance with Section 02706.
- e) Sewers where the CCTV/Sonar inspections indicated greater than 30% of the diameter of the sewer is obstructed by silt/debris, the contractor shall conduct a heavy cleaning in accordance with section 02706.
- f) Sewers where the CCTV/Sonar inspections indicates roots and the obstruction to flow is less than 30% the sewer shall be assessed with the presence of roots specifically noted. A separate weekly report of such observances shall be provided. Such sewers will be placed on the Fulton County Root control list for treatment with chemical root treatment. This treatment is covered by another contract. If roots obstruct the flow by greater than 30% or if the roots have caused significant structural damage to the sewer, the sewer shall be assessed and the Project Manager notified immediately for coordination with the chemical root treatment contractor.
- g) Private Service laterals shall be inspected by CCTV as observable during sewer inspection. Where private service laterals are observed to have obstructions due to roots, grease or debris accumulation, a courtesy notice door hanger shall be provided to the occupant along with a photograph of the lateral showing the obstruction. A separate package consisting of the addresses notified along with 2 copies of photographs of obstructed private laterals shall be provided to the area superintendent along with monthly reports.
- h) Sewers that have grease obstruction to flow shall be cleaned with JET POWER II or an approved equal.
- i) Assess and record internal structural and service condition of sewer and manholes. Assess and record information in accordance with Sections 02704 and 02705
- j) Provide the County with a record of all inspections and assessments. Record keeping shall be in accordance with Section 01320 and 02709

## 1.02 RELATED REQUIREMENTS

- A. Division 0: Bidding and Contract Documents
- B. Section 01150: Measurements and Payments

## 1.03 PROJECT LOCATION

The work described herein is located in Fulton County, Georgia.

## 1.04 QUANTITIES

The County desires to inspect the entire sewer system within 5 years. This contract shall inspect and/or clean approximately 2,500,000 feet and inspect 20% of the manholes each year. The renewal year estimate for completion is 2,500,000 linear feet and one fifth (1/5) of the manholes. It is estimated that there are 2,500,000 miles of sewer pipe and 70,000 manholes in the Fulton County system. The system size is anticipated to increase over the five year period.

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

## 1.03 WORK COORDINATION

- A. 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.
- B. 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 and provided by the County.
- C. Where access is not readily available for vehicles and larger equipment contractor shall provide equipment that can be carried on foot and inserted into manholes for data collection/observation. No gaps in the inspection of sewer line shall be permitted without specific authorization of the County.
- D. Where (suspected) manholes cannot be located from the surface, the County shall be notified and provided 30 days to locate and uncover such manholes.

## 1.04 CONDITIONS AT THE SITES

- A. The Contractor shall make all necessary investigations to determine the existence and location of underground utilities.

- B. The Contractor will be held responsible for any damage to and for maintenance and protection of existing utilities and structures.
- C. Nothing in these Contract Documents or associated Drawings shall be construed as a guarantee that such utilities are in the location indicated or that they actually exist, or that other utilities are not within the area of the operations.

END OF SECTION NO. 1

**SECTION 01016****PART 1 - GENERAL****1.01 PARTIAL OCCUPANCY BY COUNTY**

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

**END OF SECTION NO. 01016**

**SECTION 01200****PART 1 - GENERAL****1.01 DESCRIPTION**

- A. The Project Manager will schedule and administer a pre-construction meeting.
- B. The Project Manager shall schedule and administer periodic progress meetings and specially called progress meetings throughout the progress of the work. The Project Manager shall prepare agenda for these meetings, distribute written notice of each meeting seven days in advance of the meeting date, and make physical arrangements for the meetings. The Project Manager shall preside at the progress meetings, record the minutes, including all significant proceedings and decisions. The Project Manager shall reproduce and distribute copies of minutes within three days after each meeting to all participants in the meeting and to all parties affected by decisions made at the meeting.
- C. Representatives of contractors, Sub-Contractors and suppliers attending the meetings shall be qualified and authorized to act on behalf of the entity each represents.
- D. The Project Manager shall attend progress meetings to ascertain that work is expedited consistent with the Contract Documents and construction schedules.
- E. Related Requirements:
  - 1. Section 01010: Summary of Work
  - 2. Section 01310: Construction Schedules
  - 3. Section 01340: Shop drawings, Product Data, and Samples

**1.02 PRECONSTRUCTION MEETING**

- A. The Project Manager will schedule the meeting within 30 days after Notice of Award of Contract.
- B. The location of the meeting will be designated by the Project Manager.
- C. The following parties shall attend the meeting:
  - 1. County's Representative.
  - 2. Project Manager and his Professional Consultants.
  - 3. Resident Project Representative
  - 4. Contractor's Superintendent.
  - 5. Major Sub-Contractors.
  - 6. Major Suppliers.
  - 7. Others as Appropriate.
- D. Suggested Agenda:
  - 1. Distribution and discussion of:
    - a. List of major Sub-Contractors and suppliers.
    - b. Projected Construction Schedules.

2. Critical work sequencing.
3. Major equipment deliveries and priorities.
4. Project Coordination.
  - a. Designation of responsible personnel.
5. Procedures and processing of:
  - a. Field decisions.
  - b. Proposal requests.
  - c. Submittals.
  - d. Change Orders.
  - e. Applications for Payment.
6. Adequacy of distribution of Contract Documents.
7. Procedures for maintaining Record Documents.
8. Use of premises:
  - a. Office work and storage areas.
  - b. County's requirements.
9. Construction facilities, controls and construction aids.
10. Temporary utilities.
11. Safety and first aid procedures.
12. Security procedures.

### 1.03 PROGRESS MEETINGS

- A. The Contractor shall schedule regular periodic meetings and shall hold called meetings as required by progress of the work.
- B. The meetings shall be held at the field office of the Contractor or at other locations made available by the Contractor.
- C. The following parties shall attend the meetings:
  1. Project Manager, and his professional consultants, as needed.
  2. Sub-Contractors as appropriate to the agenda.
  3. Suppliers as appropriate to the agenda.
  4. Others as required.
- D. Suggested Agenda: 1
  1. Review and approval of minutes of previous meeting.
  2. Review of work progress since previous meeting.
  3. Field observations, problems, and/or conflicts.
  4. Problems which impede Construction Schedule.
  5. Review of off-site fabrication, delivery schedules.
  6. Corrective measures and procedures to regain projected schedule.
  7. Revisions to Construction Schedule.
  8. Plan progress, schedule, during succeeding work period.
  9. Coordination of schedules.
  10. Review submittal schedules; expedite as required.
  11. Maintenance of quality standards.
  12. Review proposed changes for:

- a. Effect on Construction Schedule and on completion date.
  - b. Effect on other components of the Project.
13. Other business.

**END OF SECTION NO. 01200**

**SECTION 01310****1. INTRODUCTION**

- 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 Sub-Contractors, 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.

**2. GENERAL SCHEDULING REQUIREMENTS**

- A. The Work of this Contract shall be assigned via a work order issued to the contractor.
- B. The Contractor shall indicate receipt of the work order and within 1 day (24 hours) from issue 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 prosecute the Work in compliance with the Contract requirements. .
- F. The Contractor shall be solely responsible for expediting 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.

**END OF SECTION NO. 01310**

**SECTION NO. 01375****PART 1 – GENERAL****1.01 PAYMENTS**

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

**1.02 NON-PAYMENTS**

- 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.
- B. No payment shall be made for landscaping including, topsoil, grassing (temporary or permanent) or for sod. All Landscaping including topsoil, grassing and or laying of sod will be the responsibility of the County. This does not include areas outside the work area, as defined by the Project Manager, where the contractor unnecessarily destroys grass or sod. Unnecessarily damaged lawns will be the responsibility of the contractor to repair or replace at no additional or separate cost to the County.
- C. The cost of moving and reestablishing man-made and landscape features, including labor, materials and equipment shall be included in the unit price bid for inspection and cleaning.
- 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 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.
- F. No additional or separate payment will be made for disposal off site of material (of any nature) removed from the sewer for what ever reason.
- G. All costs for clean-up shall be included in the unit price bid for each individual item. Final payment shall not be made for any installation unless clean-up have been performed satisfactorily for that that item for which payment is being requested.
- H. No additional or separate payment shall be made to mobilize for any item list in the Bid Sheet. Mobilization shall be included in the unit price for each item.

**2.01 SCOPE**

- A. The Bid lists each item of Work for which payment will be made. No payment will be made for any items other than those listed in the Bid.

- B. Required items of work and incidentals necessary for the satisfactory completion of the Work which are not specifically listed in the Bid, and which are not specified in this section to be measured or to be included in one of the items listed in the Bid, shall be considered as incidental to the Work. All costs thereof, including Contractor's overhead costs and profit, shall be considered as included in the unit prices bid for the various Bid items. The Contractor shall prepare his Bid accordingly.
- C. Work includes furnishing mobilization and all plant, labor, equipment, tools, and materials, which are not furnished by the County, and performing all operations required to complete the Work satisfactorily, in place, as indicated on the Drawings, specified or directed by the Project Manager.

## **2.02 DESCRIPTIONS**

- A Measurement of an item of Work will be by the unit indicated in the Bid Schedule.
- B Payment will include all necessary and incidental related work not specified to be included in any other
- C item of Work listed in the Bid Schedule.
- D Unless otherwise stated in individual sections of the Specifications or in the Bid Schedule, Payment will be made at the Contract Price per unit indicated in the Bid Schedule, with the total price of the Contract being equal to the Total Bid and then summing the extended prices to reflect actual work. Such price and payment shall constitute full compensation to the Contractor for furnishing all plant, labor, equipment, tools, and materials not furnished by the County, and for performing all operations required to provide to the County the entire Project, complete in place, as specified and as indicated on the Drawings.

## **2.03 SPECIFIC ITEMS:**

### **1. SEWER INSPECTION**

- A. Measurement for the inspection of all diameters of sewer pipe shall be on the basis of linear foot of the size pipe inspected.
- B. Payment for inspection of sewer pipe shall be paid for per linear foot of the size pipe inspected and shall include the assessment of the sewer pipe and the reporting of the assessment to the County.

### **2. SEWER NORMAL CLEANING**

- A Measurement for the cleaning of all diameters of sewer pipe shall be on the basis of linear foot of the size pipe cleaned.
- B Payment for cleaning of sewer pipe shall be paid for per linear foot of the size pipe cleaned and shall include the assessment of the sewer pipe and the reporting of the assessment to the County.

### **3. SEWER HEAVY CLEANING**

- A Measurement for the cleaning of all diameters of sewer pipe shall be on the basis of linear foot of the size pipe cleaned.

- B Payment for cleaning of sewer pipe shall be paid for per linear foot of the size pipe cleaned and shall include the assessment of the sewer pipe and the reporting of the assessment to the County.

#### **4. MANHOLE INSPECTIONS**

- A Measurement for the inspection of all manholes shall be on the basis of each manhole inspected regardless of depth, location or other factors.
- B Payment for inspection of manholes shall be per unit inspected and shall include the assessment of the manhole and the reporting of the assessment to the County.

**END OF SECTION 01375**

**SECTION NO. 01420****1.01 ENGINEER'S 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 Contract Documents.

**1.02 CONTRACTOR'S DUTIES**

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

**1.03 RIGHT OF ENTRY**

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

END OF SECTION NO. 01420

**1.01 WORK INCLUDED**

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

**1.02 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 shall be operated only during a standard work day or as approved by the County.

**1.03 TEMPORARY FACILITIES**

- A. The Contractor shall provide all temporary facilities for water, heat, electric light, and power as required for the work during the entire period of operations. Contractor shall be responsible for payment of utilities costs for the duration of construction.
- B. 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.
- C. 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.

**1.04 STORAGE**

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

**1.05 CONSTRUCTION UTILITIES**

- A. The Contractor shall pay all power company installation and use charges for the electrical energy utilized for the construction related power and light. The Contractor shall make his own arrangements at his own expenses for obtaining the water supply necessary for construction purposes, and he shall pay for all water consumed during construction.

**1.06 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.

**1.07 MAINTENANCE DURING CONSTRUCTION**

- A. The Contractor shall maintain, at his expense, the work during construction and until final acceptance of all work under the Contract. Continuous and effective work shall be prosecuted day by day, with adequate equipment and forces as required to keep the backfill.
- 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 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.
- C. As an alternative to the above specified maintenance, the cost of all of the items which are not properly maintained may be deducted at the Contract Prices from the current partial payment request even if such items have been paid for in previous estimates.

**1.08 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 disposed of. 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 a site approved by the County at no additional cost to the County, and in a manner consistent with all applicable codes and regulations.

**1.09 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.

**1.10 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 immediately and left in good condition at the end of the construction period. Any new access road construction shall be all weather and have drainage structures placed as shown or as required.

**1.11 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 one and one-half times the original thickness.
  - 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.
- B. The Contractor shall restore concrete curbs, gutters, and walks to the size and shape as they were. Damaged sections shall be replaced with complete new sections. Patching of damaged sections will not be permitted.

#### **1.12 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 six 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.

#### **1.13 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.

**SECTION NO. 01540****PART 1 - GENERAL****1.01 BARRICADES, LIGHTS and SIGNALS**

- A. The Contractor shall furnish and erect such barricades, fences, lights and danger signals and shall provide such other precautionary measures for the protection of persons or property and of the Work as necessary. Barricades shall be painted in a color that will be visible at night. From sunset to sunrise, the Contractor shall furnish and maintain at least one light at each barricade and sufficient numbers of barricades shall be erected to keep vehicles from being driven on or into any Work under construction.
- B. The Contractor will be held responsible for all 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.

**END OF SECTION NO. 01540**

**SECTION 1562****PART 1 - GENERAL****1.01 SCOPE**

- 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 conditions.

**1.02 PROTECTION OF ADJACENT PROPERTY**

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

**END OF SECTION NO. 01562**

**SECTION 1600****PART 1 – GENERAL****1.01 SCOPE**

- A. These requirements for material and equipment apply, in general, to all equipment. They supplement the detailed equipment specifications. In case of conflict, the detailed material and equipment specification shall govern.

**1.02 COORDINATION**

- A. The Contractor shall assume full responsibility for the coordination of the installation of all equipment, materials and products furnished under these Contract Documents. The Contractor shall be completely responsible for verification that all structures, piping and equipment components furnished by him and/or his Sub-Contractors and suppliers are compatible.

**1.03 PATENT ROYALTIES**

- A. All royalties and fees for patents covering materials, articles, apparatus, devices, or equipment shall be included in prices bid by the Contractor. Attention is directed to the requirements of the General Conditions concerning patents.

**1.04 ERECTION AND SETTING**

- A. The Contractor shall take all measurements necessary to properly fit his work in the field, and he shall be governed by and responsible for those measurements and the proper working out of all details.

**1.05 TRANSPORTATION HANDLING AND STORAGE**

- A. The Contractor shall be responsible for providing satisfactory storage facilities which are acceptable to the County. In the event that satisfactory facilities cannot be provided on site, a satisfactory warehouse, acceptable to the County, will be provided by the Contractor for such time until equipment, materials, and products can be accommodated at the site.
- B. The Contractor shall be responsible for the maintenance and protection of all equipment, materials, and products placed in storage and shall bear all costs of storage, preparation for transportation, transportation, rehandling and preparation for installation.

END OF SECTION NO. 01600



**SECTION 1630****PART 1 - GENERAL****1.01 EQUIPMENT BIDS**

- A. Equipment bids shall be submitted in accordance with the procedures set forth in the Instruction to Bidders.

**1.02 MATERIAL AND EQUIPMENT LIST**

- A. Within 30 days after Notice of Award, the Contractor shall submit for approval a complete list of materials and equipment proposed for use in connection with the project. Partial lists submitted from time to time will not be considered.
- B. After any material or piece of equipment has been approved, no change in brand or make will be permitted unless satisfactory written evidence is presented to prove that the manufacturer cannot make scheduled delivery of approved material or that material delivered has been rejected and the substitution of a suitable material is an urgent necessity, or that other conditions have become apparent which indicates that approval of such other material is in the best interest of the County.

**1.03 SUBMISSIONS FOR PRODUCT SUBSTITUTION**

- A. Product substitutions may be proposed by the Contractor in accordance with procedures outlined in the Instructions to Bidders, as indicated by the "or equal" phrase appearing throughout these Specifications, provided the substitute product is equal to or better than named products.
- B. The Contractor shall furnish sufficient detailed information so that an evaluation can be made of any proposed "equal" product. This information shall be submitted with the shop drawings. Submission of inadequate or incomplete information as required to properly evaluate a proposed "or equal" product will be sufficient grounds for rejection. Submission shall include, but is not limited, to the following:
  - 1. Performance capabilities.
  - 2. Materials and construction details.
  - 3. Manufacturer's production and service capabilities.
  - 4. Evidence of proven reliability.
  - 5. Specific references to characteristics either superior or inferior to specified requirements.
  - 6. Detailed estimate of operating and maintenance costs.

**1.04 EVALUATION OF PRODUCT SUBSTITUTIONS**

The information required to be furnished for evaluation of product substitutions will be evaluated as follows:

- A. Performance capabilities, and materials and construction details will be evaluated based upon conformance with the Specifications. Products that do not conform to the Specifications will not be acceptable.
- B. Manufacturer's production and service capabilities, and evidence of proven reliability will be acceptable if the following is furnished:

1. Written evidence that the manufacturer has not less than three years experience in the design and manufacture of the substitute product.
  2. Written evidence of at least one application, of a type and size similar to the proposed substitute product, in successful operation for a period of at least one year.
  3. In lieu of furnishing evidence of a manufacturer's experience and successful operation of an application of the product to be substituted, the Contractor may furnish a cash deposit or bond, which will guarantee replacement if the product furnished, does not satisfy the other requirements specified in this section. The amount of cash deposit or bond will be subject to the approval of the County.
- C. Specific reference to characteristics either superior or inferior to specified requirements will be evaluated based on their net effect on the project. Products with any characteristics inferior to those specified will not be acceptable unless offset by characteristics that, in the opinion of the County, will cause the overall effect of the product on the project to be at least equal to that of those specified.
- D. The detailed estimate of operating and maintenance costs will be evaluated based on comparison with similar data on the specified products. Proposed substitute products which have an operating and maintenance costs, which, in the opinion of the County, exceeds that of the specified products, will not be considered equal and will not be acceptable.

#### **1.05 REIMBURSEMENT**

- A. The Contractor shall be responsible for all costs associated with the product substitutions, which require major design changes to related, or adjacent work made necessary by the substitutions.

**END OF SECTION NO. 01630**

**SECTION 01710****PART 1 -GENERAL****1.01 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.

**1.02 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, complies with all pertinent requirements of governmental agencies having jurisdiction.

**1.03 HAZARDOUS MATERIAL AND WASTE**

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

**1.04 DISPOSAL OF SURPLUS MATERIALS**

- 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.

**PART 2 - PRODUCTS****2.01 CLEANING MATERIALS AND EQUIPMENT**

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

**2.02 COMPATIBILITY**

- A. Uses 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.

**3.01 PROGRESS CLEANING**

- A. General
  - 1. Do not allow the accumulation of scrap, debris, waste material and other items not required for construction of this Work.
  - 2. At least each day, and more often if necessary, completely removes 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.

**3.02 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 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. 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.
- C. 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.
- D. Timing: Schedule final cleaning as approved by the County to enable the County to accept the Project.

**END OF SECTION NO. 01710**

**SECTION 01740****PART 1 - GENERAL****1.01 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 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 Work performed by Contractor shall be repaired to its original condition by Contractor
- 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 fifteen (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.

# **Appendix A**

## **TECHNICAL**

### **SPECIFICATIONS**

#### **FULTON COUNTY GEORGIA**

**DEPARTMENT OF PUBLIC WORKS  
TECHNICAL SERVICES GROUP**

**SECTION 02704****PART 1 GENERAL****1.01 WORK THIS SECTION**

- A. The purpose of manhole condition assessment is to determine the physical condition, location and possible sources of infiltration and inflow in designated manholes. Information obtained during the physical survey will be utilized in determining rehabilitation costs and methods.
- B. Three forms of manhole condition assessment shall be considered, viz.:
  - (i) A detailed manual inspection
  - (ii) A detailed, thorough remote, surface based, inspection using viewing camera(s) and/or hand held light(s).
  - (iii) A remote minimal inspection for structural and forms of infiltration only.

The Project Manager shall instruct the CONTRACTOR which form of manhole assessment technique shall be utilized for the designated manholes. Generally detailed manual inspections shall be carried out in larger, deeper manholes with overflow weirs or other specialty features or chambers. All conventional manholes not exceeding twelve feet deep shall be inspected remotely.

- C. The visible portion of each pipeline, lined or otherwise, entering designated manholes shall also be inspected to assess overall structural condition and possible forms of infiltration.
- D. Photographs shall be taken, as a minimum, showing above ground location, looking down at the manhole invert and looking into the incoming and outgoing lines. Major defects in the manhole shall also be photographed where the defect is significant and is not indicated on other photos.

**1.01 DEFINITIONS****A. Manhole Structure**

Reference to any and all activities relevant to *manhole structures* throughout the text shall also be taken to include junction boxes, inspection chambers, drop shafts, sumps, CSO's and all other ancillary structures appurtenant to the sewerage system

**B. Mapped Manhole**

Manhole which is clearly visible at ground surface on sewer to be assessed. Mapped manholes usually have a corresponding manhole reference number. Manhole may or may not be designated for assessment.

**C. Unmapped Manhole**

As above but not included on map. Also known as an uncharted manhole. Generally does not have a corresponding manhole reference number. Generally newer manhole.

**D. Buried Manhole**

Manholes which are not visible at ground surface on sewer to be assessed. May or may not have a corresponding manhole reference number. Manhole may or may not be designated for assessment.

**E. Unburied Manhole**

Manhole which was formerly buried below ground surface on sewer to be assessed. Unburied manholes usually have a corresponding manhole reference number. Manhole may or may not be designated for assessment

**F. Raised manholes**

Manhole in which cover and frame are above normal levels above ground, i.e., more than 30 inches above normal ground level. Normally this manhole will have a corresponding manhole reference number. Manhole may or may not be designated for assessment.

**PART 2 – INVESTIGATION EQUIPMENT**

- 2.01** All manholes shall be assessed in accordance with the health and safety provisions, including methods and equipment, outlined in the HEALTH & SAFETY SPECIFICATION.

**PART 3 – MANHOLE ASSESSMENT PROCEDURE****3.01 MANHOLES TO BE ASSESSED (DESIGNATED MANHOLES)**

- A. The CONTRACTOR shall identify all designated manholes on the sewer line to be assessed and confirm the manhole referencing system to be used throughout the survey and for all subsequent reporting. The CONTRACTOR shall record both mapped and unmapped manholes as well as buried and unburied manholes in addition to designated manholes. The true length of sewers between manholes and all connecting manholes shall be measured.

**3.02 DETAILED (MANUAL) MANHOLE ASSESSMENT PROCEDURE**

- A. The CONTRACTOR shall manually carry out each manhole assessment to determine the dimensional configuration and physical condition of the base, channel(s), barrel, corbel, connections, cone, ring and cover of the structure and locate possible sources of infiltration and inflow. The arrangement in the manhole shall be characterized with a drawing which shall indicate the invert and direction of flow. A specimen Manhole Assessment Report for use with the current work is attached to this SPECIFICATION.
- B. The CONTRACTOR shall endeavor to determine the ground water level at the manhole and as a minimum THE CONTRACTOR shall establish the level of surcharge, if any.
- C. The manhole interior structure shall be manually inspected using high level illumination. Photographs with approved picture quality shall be taken of defects encountered as well as all other relevant features – see paragraph 3.04. Information gathered shall provide a full illustrative account of the manhole's interior as well as

each pipeline entering the manhole.

### 3.03 REMOTE MANHOLE INSPECTION PROCEDURES

- A. The manhole interior structure assessment shall be carried out remotely using hand held equipment from the ground surface incorporating high level illumination and a camera or similarly approved technology which shall have an approved intensity of light and picture quality to convey all required information. Information gathered shall provide a full illustrative account of the manhole's interior as well as each pipeline entering the manhole.
- B. If a manhole does not have any apparent defects or evidence of defects the CONTRACTOR shall take the photos outlined in clause 3.04, make the map verifications and record the necessary corrections as necessary.

### 3.04 PHOTOGRAPHIC DOCUMENTATION PROCEDURES

- A. A minimum of four color photographs shall be taken for reporting purposes of each manhole assessed, showing: 1) above ground features and conditions in the vicinity of the manhole to be assessed; 2) plan view from surface of manhole invert; 3) elevation view of each incoming and outgoing line, and 4) all observed defects and obstructions.

Photographs shall be 4" X 6" and shall be supplied in suitable album and on 250 GB ATA/133IDE.

- B. Photographs shall be durable and clearly identified with the manhole number and date when the photograph was taken. The annotation shall be clearly visible and shall have a figure size no greater than 1/4 inch, and be legibly typed or printed on the back of the photo.
- C. The CONTRACTOR shall provide color photographs for reporting purposes using high resolution digital format. The photographs shall be stored on a 250 GB ATA/133 IDE.

### 3.05 INSPECTION DATA LOGS AND ELECTRONIC RECORD

- A. The following data will be recorded by the CONTRACTOR using Access database manhole assessment form and provided to project manager on a 250 GB ATA/133 IDE hard drives.

- . • Manhole Number
- . • Date of condition assessment
- . • Location of Manhole;
- . • Covered, buried, or un-located manholes;
- . • Number and size of holes, if any, in manhole cover
- . • Deficiencies in the ring and cover;
- . • Whether or not the manhole is subject to ponding and the size of the runoff/ponding area;
- . • The length, size, type and depth of pipe(s);
- . • Drawing of invert showing direction of flow;
- . • Construction materials and conditions of the walls, step irons, aprons, troughs and ingoing and outgoing pipelines;
- . • Location and nature of visible defects and obstructions, i.e., indication of structural conditions or special problems in the pipe/manhole;
- . • Root growth and type in manhole wall/base, if any;

- Evidence of leaks and locations, along with measured or estimated sources of extraneous flows, i.e., identification and quantification of visible inflow and infiltration sources;
  - Special problems and conditions, such as overflows, bypasses, etc.;
  - Presence of any potable water flushing valves;
  - Type and depth of debris and deposition in the manhole.
- B. The following incoming and outgoing pipeline data will also be recorded on the manhole assessment forms:
- Size, material, and depth of pipes
  - Root growth in pipes
  - Type of deposition in pipe and recommended cleaning method
  - Visible infiltration/inflow sources in pipes
  - Structural condition of pipes
  - Special problems that may exist in pipes

**3.06 BOLTED COVERS**

- A. For all bolt down style manhole covers, all bolts removed must be put back in place together with any sealing gasket as necessary when the assessment has been completed.

**3.07 BROKEN/MISSING COVERS**

- A. Any manhole found with broken, cracked, missing covers or surcharged, must be reported to the PROJECT MANAGER immediately for remedial action.

<p>B. Any manhole found where the existing conditions pose a threat to personal injury to the public, such as missing covers or covers found in traveled portions of any roadway that appears would not hold up to traffic load, must be protected by the CONTRACTOR staying at the scene until a representative arrives at the job site.</p> <p><b>MANHOLE ASSESSMENT REPORT Sewer</b> ID: _____</p>	<p><b>Inspectors:</b> _____</p>	<p><b>Manhole Type:</b> _____</p>
<p><b>MH No:</b> _____</p> <p><b>Keymap Location:</b> _____</p> <p><b>Quad Map No:</b> _____</p> <p><b>MH Address:</b> _____</p> <p><b>Street Address:</b> _____</p>	<p><b>Date Inspected:</b> _____</p> <p><b>Weather:</b> _____</p> <p><b>Prior History: Yes/ No</b></p>	<p><b>Surface Cover:</b> _____</p> <p><b>Chartered/ Uncharted: Yes/No</b></p> <p style="text-align: right;"><b>Buried/</b></p> <p style="text-align: right;"><b>Unburied:</b> _____</p>
<p><b>Location</b>                      <b>Description</b>                      (see                      sketch                      on</p> <p style="text-align: left;">reverse): _____</p>		

**Frame and Cover Shaft Picture Nos.**

1) Cover Type: \_\_\_\_\_ 1) MH shaft dia. (ft.): \_\_\_\_\_ 1) MH Location:  
 Condition: \_\_\_\_\_ 2) MH offset: Yes/ No 2) Down MH shaft: 2)  
 Diameter (in): \_\_\_\_\_ 3) No. of Landings: \_\_\_\_\_ 3) Drop Structure(s):  
 4) MH Depth (ft.): \_\_\_\_\_ 4) Accessibility Problems:  
 3) Inset Cover: Yes/ No 5) 5)U/S \_\_\_\_\_ Size(in.): \_\_\_\_\_  
 6)D/S \_\_\_\_\_ 4) Riser Type: \_\_\_\_\_  
 Condition: \_\_\_\_\_

5) Ponding:	Yes/ No				
<b>A problem?</b>	<b>Yes/ No</b>				
<b>Structure</b>	<b>Type Code</b>	<b>Protection</b>	<b>Ft. Below Surface</b>	<b>Condition</b>	<b>Comments</b>

<b>Cone</b>			To		
<b>Wall</b>			To		
<b>Steps</b>			To		
<b>Bench</b>			To		
<b>Invert</b>			To		

**Incoming Lines** (Note incoming line entry direction and flow direction on sketch)

**MANHOLE ASSESSMENT REPORT**

Flow Dir.	Direction	Flow (gpm)	Dia. (in.)	Entry Dept (ft.)	Sewer Type	Condition	Comments
In/ Out							
In/ Out							
In/ Out							
In/ Out							
In/ Out							

**Accessibility for Entry**

1) To MH Cover: Good/ Poor-  
 \_\_\_\_\_  
 2) From Cover to Pipe: Good/ Poor-  
 \_\_\_\_\_

Space for rehab & Staging

1) Circle those applicable:  
Intersection/Street # of Lanes \_\_\_\_\_

Location: \_\_\_\_\_ Commercial /Residential  
Median/Shoulder/Sidewalk

2) Description of surrounding area:  
\_\_\_\_\_

3) Area available for equipment set up  
: \_\_\_\_\_

4) Overhead Obstructions:  
\_\_\_\_\_

5)  
Other: \_\_\_\_\_

**Other:**

Debris/ Silt: Yes/ No

Debris Type: \_\_\_\_\_ Surcharge Evidence: Yes/ No

I/I: \_\_\_\_\_;

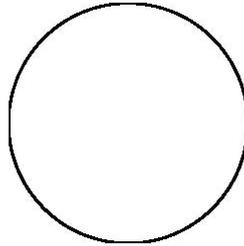
Desc. & Flow gpm): \_\_\_\_\_

Leak Type: \_\_\_\_\_ Leak Size: \_\_\_\_\_

Additional Comments:

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

Downstream



Upstream

## SECTION 02705

### INTERNAL SEWER CONDITION ASSESSMENT

#### PART 1 GENERAL

##### 1.01 SCOPE

- A. The work of this Section includes providing CCTV (Closed Circuit Television) and/or sonar assessment of sanitary sewers to establish internal structural and service condition.

##### 1.02 DEFINITIONS

- A. Silt: For the purposes of this Section, **SILT** shall be defined as any and all solid or semi-solid materials, including fine and granular material such as sand, grit, gravel and rock as well as grease, sludge, slime, debris or any other loose material or encrustation lodged in the manhole or sewer.
- B. Sewer Inspection: Viewing the sewer with the aid of CCTV and/or sonar equipment, and/or manually, to assess internal structural and/or service condition as well as assess the structural and/or service condition of laterals. *Data logging is required.*

##### 1.03 SUBMITTALS

- A. The following shall be submitted:
  - 1. Listing of all cleaning, flow control, flow diversion, preconditioning, safety, traffic control,

- and CCTV and sonar equipment, including backup or standby equipment.
- 2. Supply copy of CCTV and Sonar operational manuals.
- 3. Location where debris from cleaning will be disposed. Manifest shall be required indicating location and amount of debris removed and a signed document identifying how and where debris was disposed.
- 4. Schedule for inspecting, and cleaning each sewer reach as required.
- 5. Daily Log in accordance with section 01320.
- 6. Daily report on all confined space entry-see form attached.
- 7. Monthly Report in accordance with section 01320.

#### 1.04 EXTENT OF /INSPECTION

- A. The Contractor shall inspect pipelines with pan and tilt CCTV imagery and sonar and or combined CCTV/Sonar as specified so as to record all relevant features and to confirm their structural and service condition. Inspections of pipelines shall be carried out in accordance with the reporting format and defect description as defined by the project manager. A specimen report sheet is attached to this Section.
- B. All CCTV/sonar operators responsible for direct reporting of sewer condition shall have a minimum of 3 years previous experience in inspection, processing, and interpretation of data associated with CCTV and sonar inspections. The Contractor shall provide Project Manager with written documentation that all CCTV and sonar operators meet these experience requirements which shall include a list of projects undertaken and client name and telephone number for reference.
- C. All approved Contractors will be required to undergo training prior to undertaking internal condition assessment work in Fulton County. Defect coding used throughout the project will conform to specifications provided by Project Manager. Training will be carried out at the Contractor's expense though no charge will be levied for the training, which is expected to last one day.
- A. The Contractor shall complete a daily written record (Daily Log) detailing the work carried out and any small items of work which were incidental to the contract. The Contractor shall include in his daily record reference to:
  - 1. Delays - e.g. traffic, lack of information, sickness, labor or equipment shortage;
  - 2. Weather conditions;
  - 3. Equipment on site;
  - 4. Equipment downtime;
  - 5. Personnel on site;
  - 6. Submissions to consultants;
  - 7. Accident report;
  - 8. Incident report;
  - 9. Major defects encountered, including collapsed pipe, if any;
  - 10. Visitors on site.
- E. Project Manager's representative on site shall certify receipt of the daily record noting any items and adding any observations with reference to claims for payment to the Contractor.

#### 1.05 INSPECTION UNITS

The Contractor shall provide sufficient inspection units and all relevant ancillary equipment, including standby units in the event of breakdown, in order to complete

all sewer and manhole inspections as specified.

## 1.06 INSPECTION VEHICLE

- A. The inspection vehicle shall be comprised of two totally separate areas. One of these, shall be designated as the viewing area, shall be insulated against noise and extremes in temperature, include the provision of air conditioning, and shall be provided with means of controlling external and internal sources of light in a manner capable of ensuring that the monitor screen display is in accordance with the Specifications. Proper seating accommodation shall be provided by the Contractor to enable two people, in addition to the operator, to view clearly the on-site monitor which shall display the inspection as it proceeds.
- B. The working area shall be reserved for equipment, both operational and stored, and no equipment utilized within the sewer shall be allowed to be stored in the viewing area.
- C. In addition to the vehicle provided under Sub-clause 1.03 A, the Contractor shall also provide a vehicle together with a driver, when assisting with the visual inspections. The vehicle shall be suitable for carrying the team and laborers and shall be equipped with the following:
  - 1. Equipment for easing and lifting manhole covers;
  - 2. Sewer safety equipment;
  - 3. Road safety equipment;
  - 4. Protective clothing for the inspection teams comprising coveralls, boots, gloves, hard hat etc.

## 1.07 CCTV INSPECTION AND OPERATIONAL EQUIPMENT

- A The Contractor shall furnish all equipment and supplies necessary for properly executing the work described in this section and in accordance with the schedule contained in the Agreement.
- B The sewer line cleaning equipment shall be specifically designed and constructed for sewer line cleaning operations in line size 6 inches and above. The equipment shall be capable of providing both light and heavy line cleaning. The equipment shall be capable of removing dirt, grease, roots, rocks, sand and other obstructions or materials from the lines.
- C The CCTV inspection camera shall be specifically designed and constructed for sewer line inspections. It shall be operative in 100 percent humidity conditions and shall be capable of pan and tilt operation, producing a full-color picture at a remote monitor. Lighting and camera quality shall be suitable to allow a clear, in-focus picture of a minimum of 6 linear feet of the entire inside periphery of the sewer pipe. The camera shall have a Pearpoint Model P571 or approved equal. To ensure peak picture quality throughout all conditions encountered during the investigation, a variable intensity control of the camera lights and remote control adjustments for focus and iris shall be located at the monitoring station. Focal distance shall be adjustable through a range of 6 inches to infinity. Cameras shall have "self righting" heads/ lens.
- D Color camera monitors shall be located within a temperature-controlled studio that shall allow seating for two authorized viewing personnel in addition to the operator. All

- persons in the studio shall have a clear, comfortable view of the video monitor. Monitors shall have a resolution capability of no less than 650 lines. Continuously displayed on the monitors as recorded by the video camera shall be the date of the inspection, number designation of the manhole-to-manhole pipe segment being inspected, and a continuous forward and reverse readout of the camera distance from the referenced manhole. Audio descriptions of the operator's observations shall be recorded on 250 GB ATA/133 IDE hard drives. Cable, chains, and other devices used with the camera shall be secured so as not to obstruct the camera view or otherwise interfere with the proper documentation of the sewer conditions. Picture quality and definitions shall be to the satisfaction of the Project Manager. The camera lens shall be cleaned as needed. If the picture quality is unsatisfactory, the video equipment shall be replaced.
- E The camera and monitor shall be equipped so that continuous footage readout is seen on the monitor and recorded on the 250 GB ATA/133 IDE hard drive.
  - F The inspecting equipment shall be capable of inspecting a length of sewer up to at least 1500 feet when entry onto the sewer may be obtained at each end and up to 100 feet by rodding or up to 750 feet where a self propelled unit is used, where entry is at one end only. The Contractor shall maintain this equipment in full working order and shall satisfy Project Manager at the commencement of each working shift that all items of equipment have been provided and are in full working order.
  - G Each inspection unit shall contain a means of transporting the CCTV camera and/or sonar equipment in a stable condition through the sewer under inspection. Such equipment shall ensure the maintained location of the CCTV camera or sonar equipment when used independently on or near the central axis of a circular shaped sewer when required in the prime position.
  - H Where the CCTV camera and/or Sonar head are towed by winch and bond through the sewer, all winches shall be stable with either lockable or ratcheted drums. All bonds shall be steel or of an equally non-elastic material to ensure the smooth and steady progress of the CCTV camera and/or Sonar equipment. All winches shall be inherently stable under loaded conditions.
  - I Each unit shall carry sufficient numbers of guides and rollers such that, when inspecting, all bonds are supported away from pipe and manhole structures and all CCTV/Sonar cables and/or lines used to measure the CCTV camera's/sonar head location within the sewer are maintained in a taut manner and set at right angles where possible, to run through or over the measuring equipment.
  - J Each unit shall carry a range of flow control plugs or diaphragms for use in controlling the flow during the inspection. A minimum of one item of each size of plug or diaphragm ranging from 6 inches to 54 inch diameter inclusive shall be carried.
  - K Each inspection unit shall have equipment available to carry out the flushing, rodding and jetting of sewers.

### **1.08 FIELD SUPERVISION BY Contractor**

The Contractor shall maintain on site at all times a competent field supervisor in charge of the inspection in addition to the safety supervisor. The field supervisor shall be approved in writing by the Project Manager prior to commencement of work. Any change of supervision must also be approved in writing by the Project Manager prior to the change. The field supervisor shall be responsible for the safety of all site workers and site conditions as well as ensuring that all work is conducted in

conformance with these Specifications and to the level of quality specified.

### **1.09 AMPLIFIED TECHNICAL SPECIFICATIONS BY TYPE**

- A. CCTV/Sonar - General Technical Specification;
- B. Man Entry - General Technical Specification;
- C. CCTV, Man Entry and Sonar Data Specifications;
- D. CCTV/Sonar Performance Specification.

#### **General Note Concerning Usage of CCTV/Sonar:**

- A. Generally, CCTV alone shall be used for internal condition assessment where the depth of flow of sewerage is less than 25% of overall sewer diameter.
- B. Generally, CCTV combined with sonar shall be used for internal condition assessment where depth of flow of sewage varies from 25% to 75% of overall sewer diameter. Where the sewer less than 24-inches in diameter and depth of flow of sewage exceeds 25% and is less than 75% of overall sewer diameter PROJECT MANAGER shall instruct CONTRACTOR to either: (a) continue using CCTV (where depth of flow is only marginally greater than 25% of overall diameter) or (b) use sonar (by damming or plugging the sewer so that depth of flow exceeds 75% of overall diameter).
- C. Generally, sonar alone shall be used where depth of flow in the sewer exceeds 75% of overall diameter.

### **1.10 CCTV/SONAR - GENERAL**

- A. CCTV Camera/Sonar Head Prime Position: Wherever prevailing conditions allow, the CCTV camera/sonar head shall be positioned to reduce the risk of picture distortion. In circular sewers the CCTV camera lens and/or sonar head shall be positioned centrally (i.e. in prime position) within the sewer. In non- circular sewers, picture orientation shall be taken at mid-height, unless otherwise agreed, and centered horizontally. In all instances the camera lens/sonar head shall be positioned looking along the axis of the sewer when in prime position. A positioning tolerance of  $\pm 10\%$  of the vertical sewer dimension shall be allowed when the camera is in prime position.
- B. CCTV Camera/Sonar Head Speed: The speed of the CCTV camera in the sewer shall be limited to 8 inches per second for inspections to enable all details to be extracted from the CDROM recording. Similar or slightly higher speed as agreed by Project Manager shall be provided for inspections. The speed of scanning sonar shall be limited to 4 inches per second.
- C. CCTV Color Camera: The Contractor shall provide a color pan and tilt camera(s) to facilitate the inspection of all laterals, including defects such as hydrogen sulfide corrosion in the soffit of sewers and benching or walls of manholes, where required by Project Manager. These will be carried out as part of the normal CCTV assessment as the inspection proceeds when instructed by Project Manager. A 360-degree rotational scan indicating general condition must be implemented at every 50

feet interval (min.) along sewers, and at manholes and any salient defect features. The tilt arc must not be less than 225 degrees.

- D. Linear Measurement
1. The CCTV/Sonar monitor display shall incorporate an automatically updated record in feet and tenths of a foot of the footage of the camera or center point of the transducer, whichever unit is being metered, from the cable calibration point. The relative positions of the two center points should also be noted.
  2. The Contractor shall use a suitable metering device which enables the cable length to be accurately measured; this shall be accurate to  $\pm 1\%$  or 6 inches whichever is the greater.
  3. The Contractor shall demonstrate that the tolerance in Sub-clause 1.10 D. is being complied with, using one or both of the following methods in conjunction with a linear measurement audit form which shall be completed each day during the inspection:
    - a. use of a cable calibration device;
    - b. tape measurement of the surface between manholes.
- E. If the Contractor fails to meet the required standard of accuracy Project Manager shall instruct the Contractor to provide a new device to measure the footage. Project Manager may at his discretion instruct the Contractor in writing, to re-inspect those lengths of sewer first inspected with the original measuring device using the new measuring device.

### 1.11 DATA DISPLAY, VIDEO RECORDING AND START OF INSPECTION

- A. At the start of each sewer length being inspected, the length of pipeline from zero footage up to the cable calibration point shall be recorded and reported in order to obtain a full record of the sewer length.
- B. The footage reading entered on to the data display at the cable calibration point must allow for the distance from the start of the/inspection to the cable calibration point such that the footage at the start of is zero.
- C. In the case of inspection through a manhole where a new header sheet is required, the footage shall be set at zero with the camera focused on the outgoing pipe entrance.
- D. At the start of each manhole length a data generator shall electronically generate and clearly display on the viewing monitor and 250 GB ATA/133 IDE hard drives recording a record of data in alpha-numeric form containing the following minimum information:
1. Automatic update of the camera's footage position in the sewer line from adjusted zero;
  2. Sewer dimensions;
  3. Manhole/pipe length reference numbers;
  4. Date of;
  5. Road name/location;
  6. Direction of;
  7. Time of start of;
  8. Sewer use (S-Sanitary Sewer etc).

- E. The size and position of the data display shall be such as not to interfere with the main subject of the picture.
- F. Once the inspection of the pipeline is under way, the following minimum information shall be continually displayed:
  - 1. Automatic update of the camera's footage position in the sewer line from adjusted zero (see Sub-clause 1.10 D.);
  - 2. Sewer dimensions in inches;
  - 3. Manhole or pipe length reference number (PLR). General convention allows upstream manhole number to be designated PLR;
  - 4. Direction of, i.e., downstream or upstream.
- G. END OF SECTION NO.  
Correct adjustment of the recording apparatus and monitor shall be demonstrated by use of a test 250 GB ATA/133 IDE hard drive or other device approved by the Contractor. Satisfactory performance of the camera shall then be demonstrated by the recording of the appropriate test device at the commencement of each day for a minimum period of 30 seconds.
- H. Footage shall be given throughout inspection or all relevant defects and construction features as encountered unless otherwise agreed.
- I. A 250 GB ATA/133 IDE hard drive capacity shall be adequate to record inspection of at least one complete pipe segment between manholes. No gaps shall be left in the recording of a segment between manholes

<p>Jewel Case Label Data Contractor's Name: Location: Inspection Type:                  [ ] [ ] Pre Inspection Tape No: Date Recorded: Basin: First Manhole                  No: <b>FACE LABEL Data</b> Upstream Manhole No. Downstream                  Manhole No. Direction Pipe Diameter (inches)</p>	<p>[ ] Post Inspection                  Date Submitted:                  Last Manhole No:                  Pipe Length                  (feet)</p>
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- L. Defect coding throughout the project shall conform to the National Association of Sewer Service Companies (NASSCO) Pipeline Assessment Certification Program (PACP).

**1.13 MAN ENTRY - GENERAL**

- A. Photographic Camera Position - General Illustration of Sewer Interior
  - 1. The hand held photographic camera or video camera shall be so positioned as to reduce the risk of picture distortion. In circular sewers the camera lens shall be positioned centrally looking along the axis of the sewer. In non-circular sewers picture orientation shall be taken at mid-height, unless otherwise agreed, and centered horizontally.
  - 2. The hand held photographic camera or video camera shall be positioned so that the long side of the photograph or video tape is horizontal.
  
- B. Photographic Camera Position - Laterals/Specific Defect
  - 1. A means of accurately locating the photographic or video camera's footage and any recorded lateral or defect, along the sewer shall be provided, to an accuracy of ± 1% or 6 inches whichever is the greater.
  - 2. When requested by Project Manager in writing at any time during an inspection, the Contractor shall demonstrate that the above tolerance is being complied with. The device used by the Contractor to measure the footage along the sewer will be compared with a standard tape measure. The results will be noted. If the

Contractor fails to meet the required standard of accuracy Project Manager shall instruct the Contractor to provide a new device to measure the footage. Project Manager may at his discretion instruct, in writing, the Contractor to re-inspect those lengths of sewer inspected with the original measuring device at no extra cost.

3. Photographic Quality: The in-sewer photographic camera or hand held video system and suitable illumination shall be capable of providing an accurate, uniform and clear record of the sewer's internal condition. In-sewer lighting standards shall meet the requirements of Project Manager and/or the County both in relation to safety and power.

C. CCTV, Man Entry and Sonar Data Specification

1. Reporting

- a. The CCTV report shall be computer validated, compiled and presented using "Granite XP" or approved equivalent software.
  - b. The Manhole Condition Assessment Report shall be validated, compiled and presented in an Access database or approved equivalent format for the fields and codes identified in the Manhole Condition Assessment Form.
  - c. Validated CCTV and Manhole Condition Assessments reports shall be submitted for a complete sub basin group of sub basins to the County's Project Manager on 250 GB ATA IDE hard drives and return to hard drives to the Contractor for reuse.
  - d. The contractor shall immediately report to the Project Manger any pipeline and manhole defects that require immediate and urgent attention.
  - e. Contractor shall procure the equivalent on thirty (30) terabyte of electronic storage as described.
- 
2. Site Coding Sheets: Each sewer length, i.e. the length of sewer between two consecutive manholes, shall be entered on a separate coding sheet. Thus where a Contractor elects to "pull through" a manhole during a CCTV and/or Sonar inspection or "walk through" during a Man Entry inspection he shall start a new coding sheet at the manhole "pulled or walked through" and shall re-set the footage to zero on the coding sheet. Where a length of sewer between consecutive manholes is inspected from each end (due to an obstruction) two coding sheets should be used. Where a length of sewer between two consecutive manholes cannot be inspected or attempted for practical reasons a (complete header) coded sheet shall be made out defining the reason for abandonment. At uncharted manholes it is not necessary to start a coding sheet or to re-set the footage to zero. The uncharted manhole location shall be annotated on the narrative of the 250 GB ATA/133 IDE hard drive and inspected per the specifications
  3. Measurement Units: All dimensions shall be in feet and inches. Measurement of sewers shall be to the nearest inch.
  4. CCTV and Man Entry Photographs
    - a. Photographs shall be taken of all laterals and pipeline defects. Where a defect is continuous or repeated the photographs shall be taken at the beginning of the

- defect and at not less than 10 foot intervals thereafter. Where photographs are not otherwise required a general condition photograph shall be taken not more than 50 feet after the previous photograph.
- b. CCTV Photographs must clearly and accurately show what is displayed on the monitor, which shall be in proper adjustment.
  - c. Photographs, which shall be durable, shall be 3"x 5" size and shall be supplied in a suitable album or 250 GB ATA/133 IDE hard drive the standard of which shall be to the entire satisfaction of Project Manager.
  - d. Still photographs shall be durable and clearly identified in relation to the street location, sewer dimensions, manhole start and finish numbers, direction, footage and date when the photograph was taken.
  - e. The annotation shall be clearly visible and in contrast to its background, shall have a figure size no greater than 1/4 inch, and be type printed.
  - f. The annotation shall be positioned so as not to interfere with the subject of the photograph.
  - g. The Contractor shall provide color photographs using digital format (high resolution) on 250 GB ATA/133 IDE hard drive plus a 4" X 6" print in a suitable album.
5. Control Sample Photographs and/or 250 GB ATA/133 IDE hard drive : Project Manager may at his discretion issue a written instruction to the Contractor to provide a sample of the photographs and/or CCTV/Sonar tapes taken during the contract period. Project Manager shall give a written instruction and the Contractor shall provide the information within 5 working days of receiving the written instruction.
  6. CCTV/Sonar Performance
    - a. Color CCTV/Sonar: All CCTV and/or Sonar work shall use color CCTV/sonar reproduction.
    - b. CCTV Picture Quality: An approved test device shall be provided and be available on site throughout the Contract, enabling the tests specified in this clause to be checked. The test card shall be Marconi Regulation Chart No. 1 or its derivatives with a color bar, clearly differentiating between colors, with no tinting, to show the following:
      - (1) White
      - (2) Yellow
      - (3) Cyan
      - (4) Green
      - (5) Magenta
      - (6) Red
      - (7) Blue
      - (8) Black
    - c. At the start of each and every working shift, the camera shall be positioned centrally and at right angles to the test card at a distance where the full test card just fills the monitor screen. The Contractor shall ensure that the edges of the test card castellations coincide with the edges of the horizontal and vertical scan (raster). The card shall be illuminated evenly and uniformly without any reflection. The type of camera used is to be identified on the test recording. The recording must show the camera being introduced into the test device and reaching its stop position. Other test devices may be used subject to approval by Project Manager.
    - d. The electronic systems, television camera and monitor shall be of such quality as to enable the following to be achieved:
      - (1) Shades of Gray: The gray scale shall show equal changes in brightness ranging from black to white with a minimum of five clearly recognizable

- stages.
- (2) Color: With the monitor adjusted for correct saturation, the six colors plus black and white shall be clearly resolved with the primary and complementary colors in order of decreasing luminance. The gray scale shall appear in contrasting shades of gray with no tint.
  - (3) Linearity: The background grid shall show squares of equal size, without convergence/divergence over the whole of picture. The center circle shall appear round and have the correct height/width relationship ( $\pm 5\%$ ).
  - (4) Resolution: The live picture must be clearly visible with no interference and capable of registering a minimum number of TV lines/pictures height lines. The resolution shall be checked with the monitor color turned down. In the case of tube cameras this shall be 600 lines.
  - (5) Color Constancy: To ensure the camera shall provide similar results when used with its own illumination source, the lighting shall be fixed in intensity prior to commencing the inspection. In order to ensure color constancy, generally no variation in illumination shall take place during the inspection.
  - (6) The Contractor shall note that Project Manager may periodically check both the live and video picture color consistency against the color bar. Any differences will necessitate re-inspect of the new length or lengths affected, at the Contractor's expense.
- e. 250 GB ATA/133 IDE hard drive Playback: 250 GB ATA/133 IDE hard drive playback shall be capable of a resolution of a minimum of 250 lines recorded at standard speed.
- f. CCTV Focus/Iris/Illumination: The adjustment of focus and iris shall allow optimum picture quality to be achieved and shall be remotely operated. The adjustment of focus and iris shall provide a minimum focal range from 6 inches in front of the camera's lens to infinity. The distance along the sewer in focus from the initial point of observation shall be a minimum of twice the vertical height of the sewer. The illumination must be such as to allow an even distribution of the light around the sewer perimeter without the loss of contrast, flare out of picture or shadowing.
7. Sonar Requirements
- a. Rates shall allow for:
    - (1) Complete structural and service assessment to the equivalent standard as that obtained for conventional CCTV imagery.
    - (2) The means of attenuating flow, where necessary, to facilitate appraisal of the full sewer cross section.
    - (3) Measurement of flow depth and silt depth.
  - b. Rates shall also allow for continuous output on conventional annotated 250 GB ATA/133 IDE hard drive format of all sewers inspected, supported by complete defect code sheets. Additionally, silt levels shall be assessed as a percentage depth of sewers and longitudinal profiles submitted with the inspection report based on assessments made at 25 foot intervals for each pipeline inspected. To facilitate this requirement, and in addition, to assist in diametrical measurement particularly where a sewer is deformed and/or where a sewer has suffered hydrogen sulfide corrosion; screen graphic facilities shall be made available to enable measurements to be taken in any position across the diametrical profile of the sewer as the sonar inspection proceeds and where specifically directed by the Project Manager.
  - c. Where combined CCTV and Sonar imagery is required the output shall

- similarly display combined CCTV and Sonar images of the sewer being inspected. The sonar image shall be superimposed on the real CCTV image as required. This shall be carried out as combined operation.
- d. Rates shall also allow for a comprehensive final report on the findings concerning major defects, including fractures, displaced joints, deformation, corrosion and lateral intrusions, as well as dominant surface features, including encrustation and silt depths.
  - e. The monitor display resolution shall be a minimum of 800 X 600 pixels. The color palette shall have a minimum of 16 colors with text.
  - f. The picture update speed shall be such that compliance with Sub-clause A (1) shall not be unduly compromised or result in unsatisfactory picture resolution.
  - g. The range of resolution shall be  $\pm 1/10$  inch.
  - h. The maximum beam width of sonar energy pulse shall be no greater than 2 degrees from the center of the transducer.
  - i. The transducer shall be of the continuous scanning type.
  - j. Measured pipe inside diameter (ID) that coincides with expected values shall be color coded white. Material loss (corrosion), as measured by increasing pipe ID must be color coded on a yellow/red color scale, with red color set to  $\frac{1}{2}$  of the expected wall thickness. Material gain (build-up) must be color coded on a blue scale, darker representing more build-up.
8. Contractor's Quality Control Procedure
- (1) The Contractor shall operate a quality control system, to be approved by Project Manager, which will effectively gauge the accuracy of all inspection reports produced by the operator.
  - (2) The system shall be such that the accuracy of reporting should be a function particularly of:
    - (a) The number of faults not recorded (omissions);
    - (b) The correctness of the coding and classification of each fault recorded.
  - (3) The minimum levels of accuracy to be attained under the various headings are given below:
  - (4) Project Manager shall be entitled to audit periodically the control system and be present when assessments are being computed.
  - (5) When requested by Project Manager in writing the Contractor shall forward to Project Manager sufficient details and information for this audit assessment.
  - (6) Should any report fail to achieve the specified percentages for a particular sewer length, Project Manager shall require the Contractor to re-code and re-submit the report. If the accuracy check fails, the Contractor shall repeat the full quality control check on 5 s either side of the inspection, which has failed. If any further failures are found to be outside the tolerances laid down in Sub-clause D 6B within these additional checks, the process will be repeated until the specified standard is reached. Any reports that have failed will be re-coded by another qualified or and submitted to Project Manager to replace those in his possession.

Header Accuracy	95%
Detail Accuracy	85%
Lowest Acceptable Tolerance	75%

9. **Contractor's Inspection Reports**  
Corrosion and debris Reports shall be represented in a color format as an unrolled illustration of the pipe condition throughout the circumference of the pipe over the length of the inspection. Measured pipe ID that coincides with expected values must be coded white. Material loss (corrosion), as measured by increasing pipe ID must be colored on a yellow/red color scale, with red color set to  $\frac{1}{2}$  of the expected wall thickness. Material gain (debris), as measured by decreasing pipe ID, must be on a blue color scale. A 'Match to Reference Shape and Size' observation should be shown for each pipe highlighting a cross-section where the actual pipe shape closest matches the reference shape and size. Cross-sectional observations should be taken to highlight areas of worst corrosion. 360 degree reference cross sections shall be included in the report every 50ft. A debris graph shall be produced for every section plotting the debris for every 1 second sonar slice. Cross-sectional observations should be taken to highlight areas of highest debris levels. CCTV images of defects shall be included in the report, Reference images shall be inserted into the report every 50ft.

## **PART 2 PRODUCTS**

### **CLEANING PRIOR TO INTERNAL CONDITION INSPECTION**

- A. All sewers shall be cleaned in accordance with Section 02706.

END OF SECTION NO. 02705

**SECTION 02706****CLEANING MANHOLES AND SEWERS****PART 1 GENERAL****1.01 SCOPE**

- A. dispose of such arisings to an approved dumpsite.
- B. The manholes and lengths of sewers as listed on the monthly work plan with a basis for estimating the lengths and quantities of silt to be removed and cleaning to be carried out. The Contractor must satisfy himself from a reconnaissance of the manholes and sewers as well as inspection of all or any relevant archival information in order to estimate quantities and types of silt to be removed.
- C. During cleaning and all other operations associated with these works sewer services to the consumer shall be maintained at all times (this requirement may be relaxed at the discretion of the Project Manager).
- D. The manholes and sewers to be cleaned convey foul, surface or combined flows. In some instances such sewers are subject to high flows either continuously or in a periodically varying cycle or due to rainfall or pumping operations. The Contractor shall include for dealing with such variations in his rates and where necessary, program the work to suit.
- E. The Contractor shall submit a comprehensive equipment list to the Project Manager before commencement of the work. The complete list, which shall include all backup and standby equipment, shall be broken down in to component parts at least in relation to:
  - 1. Safety equipment
  - 2. Manhole cleaning equipment
  - 3. Sewer cleaning equipment
  - 4. Flow diversion and flow control equipment
  - 5. Traffic control equipment
  - 6. All other equipment necessary for the completion of the work

**1.02 DEFINITIONS**

- A. Silt: For the purposes of this specification silt shall be defined as any and all solid or semisolid materials, including fine and granular material such as sand, grit, gravel and rock as well as grease, sludge, slime, debris or any other loose material or encrustation lodged in the manhole or sewer.
- B. Manhole Structure: Reference to and all activities relevant to manhole structures throughout the text shall also be taken to include junction boxes, inspection chambers, drop shafts, sumps, CSO's and all other ancillary structures appurtenant to the sewerage system.

**1.03 RELATED SECTIONS**

- A. The work of the following Sections apply to the work of this Section. Other Sections of the Specifications, not referenced below, shall also apply to the extent required for proper performance of work.

- a. CCTV/Sonar Inspection of Sewer and Manholes Section 02706 B
  - b. Assessment and Recording
  - c. Reporting Requirements
  - d. Internal Sewer Condition Assessment
  - e. Safety Requirements
  - f. Standard Specifications
- B. Except as otherwise indicated in this Section of the Specifications, the Contractor shall comply with the latest edition of all relevant local, state and federal Standard Specifications for Public Works Construction.

#### **1.04 REGULATORY REQUIREMENTS**

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

**PART 2 EXECUTION OF THE WORK****2.01 GENERAL**

Cleaning works shall be carried out from the downstream access manhole or chamber to the upstream access manhole or chamber unless allowed otherwise by the Project Manager.

**2.02 WORKING AREA**

- A. The working area in which machinery and equipment operate is to be kept to a minimum. Equipment not in use is to be removed from the works so as to minimize disruption to traffic and general public.
- B. The working area is to be free from silt and debris when the Contractor leaves the site at the end of each visit.
- C. Open manholes, machinery and standing equipment shall be protected at all times.

**2.03 LOCATION**

The location of all manholes and sewers is within Fulton County, Georgia.

**2.04 PROGRAMMING OF WORKS**

The Contractor shall submit within 30 days after execution of this contract a written program for cleaning of sewers and manholes that will meet the requirements of the County as presented in Section 01010. The Project Manager will assist with the works program, to ensure, where practicable, a continuity of labor and plant utilization, and the Contractor shall undertake to adhere to the agreed programmed in the manner set out in the General Conditions of Contract.

**2.05 REPORTING**

The Contractor shall submit a monthly report by the 10<sup>th</sup> of each month in accordance with Section 02709, Reporting Requirements. The Contractor shall also maintain a daily log in accordance with section 3.03 of this specification.

**2.06 PROLONGED ABSENCE FROM SITE**

If it is apparent that the Contractor will be absent from the site, or part of the site, for a prolonged period, he shall inform the Project Manager, replace manhole covers and clear any highways of his equipment and materials including temporary traffic control measures he may be using.

**2.07 OPERATIONAL REQUIREMENTS**

- A. Each cleaning unit shall carry sufficient numbers of guides and rollers such that, when cleaning all bonds are supported away from sewer and manhole structures.
- B. Each cleaning unit shall carry a range of flow control equipment, as opposed to overpumping equipment, for use in controlling the flow during the works. A minimum of one item of each size of equipment ranging from 4-inch to 36-inch

diameter inclusive shall be carried.

- C. Equipment used to clean manholes and sewers shall be operated in a manner to prevent overflows and result in spillage. Where flows in sewers are such that the overflow or spillage will occur during cleaning and cleaning operations, the Contractor shall make arrangements to prevent the premature overflow or spillage or shall stop operations until such flows are reduced to allow cleaning to continue.
- D. In the event of accidental overflow or spill the Contractor SHALL immediately stop the overflow and take action to clean up and disinfect spillage. The Project Manager shall be notified immediately and in any event not less than twelve hours following the occurrence.
- E. Should fines be subsequently imposed as a direct result of the overflow or spillage and the Contractor is deemed to be partially or entirely responsible, the Contractor shall pay such fines in accordance with the General Terms of Contract.
- F. The system of silt and debris removal shall be capable of operating in such a way as to minimize the obstruction to sewer flows and cleaning operations.
- G. Basements, homes and all other vulnerable property shall be prevented from being flooded where hydraulic cleaning and cleaning methods are used to precondition manholes and sewers. The Project Manager shall be notified of all vulnerable property before hydraulic cleaning works commence.
- H. The Contractor shall make his own arrangements for the off-road overnight parking of his vehicles and equipment and shall comply with all relevant statutory traffic regulations and local bylaws.

## 2.08 ARISING

- A. The Contractor shall remove all silt, debris, detritus, etc. resulting from all manhole and sewer cleaning activities at least once each working day. Such material shall be caught and collected in a suitable trap or weir or dam within the manhole or chamber being cleansed and/or at the downstream manhole from where the sewer is being cleaned. The Contractor shall ensure that the capture method or methods adopted shall be wholly effective in the prevention of silt migration downstream. Such methods including details of the equipment used shall be provided to the Project Manager on request.
- B. Flushing of material downstream within the sewer from section to section is not allowed. Material must be removed from the sewer and manhole as soon as is practical but as a minimum once a day.
- C. Arisings shall be deposited into suitable closed watertight container such that the total amount removed can be easily measured. The contractor shall measure the amount of material removed from sewer and manholes and manifest this material. The place and method of disposal with a receipt signature must be indicated on the manifest along with the total amount of material.
- D. The type and capacity of containers to be employed for the holding and transport of the arising shall be stated by the Contractor. The Contractor shall not be allowed to accumulate debris silt and /or liquid waste, sludge on site and under no circumstances shall sewage, silt or solids be dumped onto the ground surface,

ditches, catch basins or storm drains.

- E. The method of working shall be such that sewer-cleaning work is not held up through a lack of an empty container in which to deposit the arisings. Sufficient containers must be available at all times to receive the arisings removed from sewers and manholes in accordance with the requirements of this section.
- F. The Contractor shall bear in mind that it may not always be possible for the container to be sited immediately adjacent to the manhole from which arisings are being raised and should allow for fact that double handling of the arising may be necessary. The Contractor shall provide for such double handling to be carried out safely and efficiently.
- G. The Contractor must make his own arrangements for the dumping of materials removed from the sewer. Prior to commencement of the works, the dump must be licensed and approved to accept the removed sewer materials.
- H. All costs associated with removal and disposal must be included in the Contractor's rates.

#### **2.09 PRECAUTION AGAINST ADVERSE AFFECT ON FABRIC OF MANHOLE OR SEWER**

The Contractor shall take satisfactory precautions against improper use of the cleaning equipment. The Contractor shall also take satisfactory precautions against adversely affecting the fabric and structural condition of the manhole or sewer being preconditioned. If in the Project Manager's opinion damage was found to have been inflicted on the manhole or sewer being preconditioned by the Contractor then the Contractor shall repair the sewer at no additional cost to the County and to the complete satisfaction of the Project Manager.

**PART 3 EXECUTION****3.01 SEWERS****A. General**

1. The Contractor shall certify that sufficient cleaning units can be provided, including standby units in the event of breakdown, in order to complete the works within the contract period. Further, the Contractor shall certify that standby or back-up equipment can be delivered to the site within 48 hours in the event of equipment breakdown.
2. The cleaning unit (s) provided for cleaning purposes shall be capable of operating up to a minimum of 500-feet from the point of access to the sewer.
3. Each cleaning unit shall carry a mobile telephone to facilitate communication with the Project Manager and to comply with safety requirements defined in the safe working procedures approved by the Project Manager for the execution of the works.

**B. Winching Equipment**

1. The winching equipment used shall be sufficient for the purposes of attaining the degree of cleanliness specified in Section 1.01B.
2. The Contractor shall provide conventional power winching equipment together with ancillary equipment, winching buckets, balls, breakers, kites, scooters, scrapers, tires etc. tools and safety apparatus. Complete and full details of equipment proposed shall be provided to the Project Manager before work commences.
3. Dredging of sewers shall be undertaken by passing various sized buckets, balls, breakers, kites scooters scrapers, tires etc, through the sewers to physically remove accumulated silt, sludge and other debris. Where conditions dictate, power boring equipment and/or winching equipment shall be used to loosen the silt prior to its removal. All necessary equipment including cables, lines, props, tools must be available at all times as required.
4. The equipment shall be capable of operating efficiently and effectively in the sizes of sewers and depth stated and in sewers up to minimum distances of 500-feet between adjacent manholes.
5. Certain sections of sewer may be flowing entirely full or in a surcharged condition and the Contractor should be prepared at all times to use manual pushing rods, mechanical boring equipment or other methods to pass a leading line through the sewer prior to commencing dredging operations with winching.
6. Any item of plant or equipment associated with the work which may cause obstruction to the flow in the sewer shall be removed from the sewer at the close of work each day. It shall be permitted to leave a line or winching cable through the sewer during breaks in the work.
7. Dredging operations in a particular section of sewer will generally proceed in a downstream direction, working between consecutive manholes using winch buckets of sizes stated below.
8. The size of winch bucket used in sewers from 12-inches to 48-inches shall be 90% of the sewer bore up to a maximum of 24-inches. It is anticipated that for sewers greater than 48-inches that scooters, kites and other alternative means of silt removal will be pursued.
9. It is anticipated that buckets of smaller sizes than those stated will need to be winched through sections of sewer prior to the use of the maximum sizes. The maximum size bucket as stated may be varied at the discretion of the Project Manager but on no account shall buckets larger than these maximum sizes be used without the approval of the Project Manager.

10. The Contractor's attention is drawn to sizes of manhole covers and access restrictions. It should be noted that the maximum sizes of buckets listed above may not be practical due to restricted access. The Contractor shall ensure that his working procedure will not be unduly affected by such restrictions and shall include for all such restrictions in his rates.
11. The winches used to draw buckets, balls, breakers, scooters, scrapers or tires shall be power driven. They shall incorporate a torque limiting device so as to prevent the breaking of winching lines in the event of the line becoming jammed by obstructions.
12. Where the operational equipment is towed by winch and bond through the sewer, all winches shall be stable with either lockable or ratcheted drums. All bonds shall be steel or of an equally non-elastic material to ensure the smooth and steady progress of the equipment. All winches shall be inherently stable under loaded conditions.

#### C. Pressure Jetting Equipment

1. The pressure jetting equipment used shall be sufficient for the purposes of attaining the degree of cleanliness specified in Section 1.01B.
2. The jetting unit must be capable of jetting a minimum distance of 500-feet either upstream or downstream from a manhole. Minimum nominal hose size shall be one-inch diameter.
3. The rates specified in the Bill of Quantities shall be for jetting both upstream and downstream.
4. Successive passes using the pressure jetting technique shall be used with the silt removed at manholes until such time that the sewer is cleaned to the level specified. No silt shall be allowed to pass beyond the section of sewer being cleaned.
5. Pass rates (rewind speed) for the jetting head shall be at a consistent speed avoiding jerking and excessive variations, typical pass rates being 4-inch to 8-inch per second. The hose reel shall be power driven in the rewind direction.
6. The Project Manager shall be notified in the bid documents of the jetting equipment proposed by the Contractor. The proposed equipment shall be categorized from the table below:

Category	Machine Type	Min. & Max. Capacity (gal/min)	Min. & Max. Pressure (psi)
Manholes	1 High Pressure/Low Volume – Trailers	1 – 35	2,900-10,000
	2 High Pressure/Low Volume – Mini	9 – 35	2,900-10,000
	3 High Pressure/Low Volume - Non HGV/HGV Jetter/Combination	9 – 35	2,900-5,000
Sewers	4 Low Pressure/High Volume – HGV	30 min. – 50	1,450-2,000
	5 Low Pressure High Volume – Combination	30 min. – 75	1,450-2,500
	6 Low Pressure/High Volume - Super Combination	75 – 175	1,450-2,500
	7 Low Pressure/High Volume - Separate Jumbo Jetter/Suction Units	75 – 200	1,450-2,500

Note: The categories listed are typical only of the equipment for use in the present contract. Exceptions to the duty and equipment shown above will be allowed subject to

appropriate notification and approval. The Contractor is required to complete the table with details of any other equipment proposed.

7. Where a jetting unit is fitted with an airflow suction unit for removal of detritus from the sewer, it shall be capable of removing materials such as sludge, silt and bricks from depths up to 32-feet with minimum suction of 2500-cfm. A tank with a minimum capacity of 175-cf shall be provided and be capable of decanting off collecting liquors back to the sewer. The suction hose of such a system shall have a minimum internal diameter of 6-inches.
  8. Jetting equipment shall be calibrated on an annual basis by an approved body and calibration certificates made available for inspection by the Project Manager as requested. Such equipment shall also be maintained on a regular basis in accordance with the manufacturer's specification. The Contractor shall make available to the Project Manager, copies of his maintenance certificates and/or schedules as required.
  9. An automatic pressure relief valve shall be incorporated on the pump discharge chamber to prevent the pressure exceeding the safe maximum for the whole system. This may take the form of a pressure relief valve of bursting disc type in holder; or an automatic pressure regulating valve (unloading valve). The maximum working pressure is the lowest value of the maximum working pressure ratings of all individual components of the system.
- D. Air Driven, Electromechanical and/or Mechanical Cleaning Tools: Where necessary, and additional to winching and pressure cleaning equipment, appropriate air driven, electrically driven and/or mechanical tools may be used to needle hammer or scrape or grind off corroded concrete, scarify and remove compacted silt, chip-off spilt grout, detach encrustations, trim and cut laterals and roots, etc., with prior notification being given to the Project Manager.
- E. Ventilation of Confined Spaces: The Contractor shall provide, operate, maintain and subsequently remove on completion, adequate ventilation apparatus in the form of blowers and/or fans. The ventilation apparatus shall introduce a fresh air supply to support a safe environment for work in sewers, manholes and all other confined spaces which shall be kept free from dangerous, toxic and/or explosive gases whether generated from sewage, soil strata or otherwise.
- F. Grease

The contractor shall use the following product to de-grease sewers where grease accumulation is identified as a problem

1. SEWER GREASE LIQUEFYING AGENT

The product approved by the County for Degreasing sewer and manholes is JET POWER II or approved equal. Jet Power, without the II designation is a different product, which is not approved by the County. Any equivalent products must conform to these specifications, and must be approved by the County in writing.

2. LIQUEFYING AGENT

The product specified herein, must contain a blend of essential surfactants to liquefy hard sewer grease, and other chemical agents to maintain said grease in a liquid state indefinitely. The chemical/physical characteristics of the product shall be as follows:

- a) The Product shall contain NO petroleum solvents, and must be completely biodegradable.
- b) The product shall NOT be corrosive, and shall contain NO acids, NO alkalis, and/or

NO Chlorinated or Quaternary Compounds.

- c) The product shall be equally effective in manholes, as well as sewer pipelines.
- d) The Product shall be a liquid, that is totally miscible in water, in order to form a complete emulsion when mixed with water.
- e) When mixed in a 1% solution with water, the product must change the color of the entire water solution from clear to white (or other distinct color) so as to provide evidence that it is evenly distributed in the water tank, and throughout the jet stream (see Manner of Application).
- f) The product must have a boiling point higher than 212 degrees and a specific gravity greater than 1.0 and less than 1.05 (water = 1)

### 3. MANNER OF APPLICATION

The Product must be designed for application by Sewer Jet Trucks according to the following instructions:

- a) Product mixes with water to form a 1% solution in the Jet Truck tank
- b) The product is sprayed at high pressure up the sewer line, via the Jet Truck. Upon reaching the opposite manhole, the operator powers down equipment, waits 10 minutes, then sprays back at high pressure.
- c) If the selected product does require specialized equipment or modification of the Contractor's equipment the cost of such equipment and/or modifications shall be paid by the Contractor

### 4. MATERIAL SAFETY DATA SHEET

The product's Material Safety Data Sheet provided to the Project Manager on request shall confirm requirements:

- a) The Product shall contain NO ingredients considered "hazardous."
- b) The Product's FIRE, HEALTH, AND REACTIVITY rating is "0" meaning "insignificant".
- c) The product is NOT flammable, nor corrosive, and has no such DOT classification.
- d) That hazardous polymerization will NOT occur.

5. The Product supplied shall, to the satisfaction of the County, perform as follows:

- a) The Product shall leave the sewer line substantially free of grease.
- b) That said grease will not re-coagulate at a downstream location.
- c) The Product has a shelf life of not less than 1 year.

## 3.02 MANHOLES

A. Cleaning as a General Level of Service

- 1. With the exception of the through flow channel, all surfaces shall be thoroughly

cleaned using high pressure water with sufficient pressure to achieve the specified level of cleanliness. Cleaning shall include the removal of all roots, corroded concrete, corroded rungs, intruding laterals and any other extraneous, loose material, debris or foreign matter using air driven, electrically driven or mechanical equipment as specified.

2. Silt, sand and debris traps shall be installed at the entrance to the downstream sewer to retain all silt and debris material before cleaning work commences.

### 3.03 QUALITY CONTROL/CLEANING REPORT

#### A. General

- 1 A CCTV/Sonar Inspection and Survey of 10% of the (selected by the Project Manager) cleaned manholes and sewers length shall be carried out immediately (within two weeks) following completion of cleaning work. The Project Manager will review the Inspection and Survey result in the field and if a sewer or pipe line has not been cleaned as specified (by visual inspection, 250 GB ATA/133 IDE hard drive review or field analysis) in the sole opinion of the Project Manager, the sewer shall be re-cleaned in accordance with the specification at no cost to the County.
- 2 Failure of after-cleaning inspections of cleaned sewers or manholes will result in the contractor re-cleaning, at his cost, the failed sewer/manhole and re-inspecting the re-cleaned portion. Additionally, the contractor will not get credit towards the 10% post-cleaning CCTV/Sonar Inspection for the length of sewer/manhole that failed post-cleaning inspection. An additional portion, equal to the failed portion, of sewer/manholes will require inspection to reach the aggregate total of 10% of the cleaned sewer length and manholes being inspected for quality of cleaning effort (i.e.10% of the cleaned length of sewer and manholes must pass inspection on the initial inspection).
- 3 With the monthly report or when required by the Project Manager, the Contractor shall supply one hard copy and one electronic copy of the full internal sewer/manhole condition assessment report, completed in accordance with the requirements of the "Specification for Internal Sewer/Manhole Condition Assessment". The report shall be accurate and fully adopted with both hard copy and electronic format (Granite or approved equal) and submitted by the Contractor immediately following the QA/QC inspection.

#### B. Daily Log

1. During the course of daily cleaning work the Contractor shall maintain a daily log. This log shall contain each length of sewer pipe and each manhole cleaned the general condition of the sewer or manhole, the amount of arisings removed from the sewer and or manhole. These Daily Logs shall be submitted to the Project Manager with the monthly report. The Daily Log shall always be up-to-date and available at the work site for the Project Managers review. The log shall comprise a separate sheet for each manhole and sewer reach cleaned. Blank report sheets shall be provided by the Project Manager or his representative or maybe reproduced by the Contractor.
2. The Contractor shall immediately (within 12 hours) bring to the attention of

the Project Manager any of the following conditions:

- a) Any material such as brickwork, concrete or clayware appearing in the risings from cleaning and cleaning activities.
- b) Any significant blockage or damage to a sewer or manhole that could cause the sewer to not function, cause a back-up or spill sewage from the sewer or manhole.  
or dangerous (to life or property) situation that he discovers in the course of the cleaning work.
- d) Any blockage of sewer in excess of 30% caused by roots.

END OF SECTION NO. 02706

**SEWER MANHOLE MONTHLY REPORTING****PART 1 GENERAL****1.01 SCOPE**

- A. The objective of Monthly Report and the Daily Log is to insure that the County has proper and documented communications with the Contractor. That the Contractor is meeting the objectives of the requirements of this contract and the Program Plan. That the condition of the cleaned and inspected sewer and manholes is being proper documented by the Contractor. The Contractor shall accomplish this assessment in accordance with this specification.
- B. Administration of this contract shall be the responsibility of the Deputy Director of Public Works for Maintenance, who shall designate a Project Manager as the point of contact for the Contract in all matters relating to the performance of work, payment for work accomplished, and for submission of reports (verbal and written)
- C. The level of performance concerning assessment of manholes and sewers shall be adhered to in this contract:

**1.03 RELATED SECTIONS**

- A. The work of the following Sections apply to the work of this Section. Other Sections of the Specifications, not referenced below, shall also apply to the extent required for proper performance of work.
  - a. Cleaning Manholes and Sewers Section 02706(A)
  - b. CCTV/Sonar Inspection of Sewer and Manholes Section 02706(B)
  - c. Internal Sewer Condition Assessment Section 02706(C)
  - d. Safety Requirements
  - e. Standard Specifications
- B. Except as otherwise indicated in this Section of the Specifications, the Contractor shall comply with the latest edition of all relevant local, state and federal Standard Specifications for Public Works Construction.

**PART 2 EXECUTION OF THE WORK****2.01 GENERAL**

- A. Detailed Work Plan

The work plan for the CCTV Inspection and defect code analysis, including any support activities must be carefully thought out and provided with the bid package. It must be clearly feasible and demonstrate a high probability that the work can be accomplished within the desired time frame. An outlined schedule listing field activities, the duration of those activities, and the number of crews and equipment to be mobilized for those activities must be described in writing and submitted with the Work Plan.

- B. The Work Plan shall incorporate descriptions of methods to be used:

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1. To reduce environmental impact (e.g. noise, air and water quality pollution);
  2. To minimize and mitigate disruptions to the community (e.g. impact on traffic and impact on sewer easements in private property).
  3. To provide service excellence to the members of the public, private property owners, and private property occupants, impacted by the CCTV activities.
- C. The Work Plan shall adequately describe how the various components of the CCTV Project will be carried out, commencing with Manhole Condition Assessments, and how data from the study shall be QA/QC'd in a manner that addresses format, all errors and omissions, establishes connectivity, and ensures coherence between the various components of the work schedule.
- D. The Work Plan shall indicate how, when, and in what format QA/QC'd data is to be submitted to the County. A QA/QC schematic must be included in the Work Plan. The efficiency, effectiveness and terms within which the raw CCTV Data is obtained, QA/QC'd and transferred to the County are important characteristics that should be reflected in the work plan.
- E. Timelines of submissions, following raw data acquisition, and tracking of data between the CCTV contractor and the County shall also be incorporated into the Work Plan.
- F. The Work Plan must also demonstrate the manner and ability to provide staffing and management personnel to the project satisfactory to the County.

## 2.02 PROGRAMMING OF WORKS

The Contractor shall submit within 30 days after execution of this contract a written program for cleaning, inspection, assessment and report for sewers and manholes that meet the requirements of the County as presented in Section 01010. The Project Manager will assist with the works program, to ensure, where practicable, a continuity of labor and plant utilization, and the Contractor shall undertake to adhere to the agreed programmed in the manner set out in the General Conditions of Contract.

## 2.03 REPORTING

### A. Monthly Report

The Contractor shall submit a monthly report by the 10th of each month. This report shall contain the following:

- Summary of all sewers cleaned during the past calendar month.
- Summary of all sewers inspected during the past calendar month. This shall cross reference the enclosed CDs of the inspected sewers.
- The sewer assessment reports for sewers inspected during the past calendar month.
- A listing of work accomplished during the past calendar month compared to the work schedule for accomplishment from the previous Monthly Report.
- A schedule of work to be accomplished (cleaning and inspection) during the current month.

- A status of work-accomplished year to date compared with the required written program. Section 2.02.
- Copies of the Daily Log
  - A catalog of enclosed CDs.
  - The copies of the inspection CDs

#### **B. Daily Log**

The contract shall maintain a daily log of all sewers and manholes cleaned and inspected each day. This log shall be kept current and on the job site at all times. This log will be available for inspection by the Project Manager at all times.

#### **C. Sewer Assessment Reports**

The contractor shall fill out a sewer assessment report for each section of sewer and each manhole inspected. This report shall be in accordance with the requirements and instructions of Section 02705.

The intention of the County for CCTV and/or Sonar Inspection is that the sewer shall be successfully and properly inspected and reported. The method of inspection (either Sonar or CCTV) is left to the Contractor as long as the method chosen conforms to the specification for that method contained in the bid documents.

#### **D. Immediate Reports**

The contractor shall keep a record of all immediate reports made to the project manager of serious or dangerous situations. These reports shall include the nature of the situation, the time discovered, the person's name contacted, the time contacted and any corrective action that the contractor was directed to take.

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

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

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

## PERFORMANCE BOND

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

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

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

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

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

3. Allow Owner to complete the work and reimburse the Owner for all reasonable costs incurred in completing the work.

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

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

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

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

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

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

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

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

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

Attest:

\_\_\_\_\_  
Secretary

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

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

Attest:

\_\_\_\_\_  
Secretary

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

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

**END OF SECTION NO. 8A**

## SECTION 8B

## 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.

, **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 **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** 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 Sub-Contractor, 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 Sub-Contractor performing work on the Project, including, but not limited to, the following labor, services, or materials: water, gas, power, light, heat, oil, gasoline, telephone service or rental of equipment directly applicable to the Contract.
2. In the event a Claimant files a lien against the property of the Owner, and the Principal fails or refuses to satisfy or remove it promptly, the Surety shall satisfy or remove the lien promptly upon written notice from the Owner, either by bond or as otherwise provided in the Contract.
3. The Surety hereby waives notice of any and all modifications, omissions, additions, changes, alterations, extensions of time, changes in the payment terms, and any other

- amendments in or about the Contract and agrees that the obligations undertaken by this Bond shall not be impaired in any manner by reason of any such modifications, omissions, additions, changes, alterations, extensions of time, changes in payment terms, and amendments.
4. The Surety hereby agrees that this Bond shall be deemed amended automatically and immediately, without formal or separate amendments hereto, upon any amendment or modifications to the Contract, so as to bind the Principal and Surety, jointly and severally, to the full payment of any Claimant under the Contract, as amended or modified, provided only that the Surety shall not be liable for more than the penal sum of the Bond, as specified in the first paragraph hereof.
  5. This Bond is made for the use and benefit of all persons, firms, and corporations who or which may furnish any materials or perform any labor for or on account of the construction-type services to be performed or supplied under the Contract, and any amendments thereto, and they and each of them may sue hereon.
  6. No action may be maintained on this Bond after one (1) year from the date the last services, labor, or materials were provided under the Contract by the Claimant prosecuting said action.
  7. This Bond is intended to comply with O.C.G.A. Section 13-10-1, and shall be interpreted so as to comply with the minimum requirements thereof. However, in the event the express language of this Bond extends protection to the Owner beyond that contemplated by O.C.G.A. Section 13-10-1, or any other statutory law applicable to this Project, then the additional protection shall be enforced in favor of the Owner, whether or not such protection is found in the applicable statutes.

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

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

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

Attest:

\_\_\_\_\_  
Secretary

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

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

Attest:

\_\_\_\_\_  
Secretary

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

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

**END OF SECTION NO. 8B**

**SECTION 9**  
**SPECIAL CONDITIONS**

The determination of the Bidder's responsibility will be made by the County based on whether the Bidder, as a minimum:

- a) Has a minimum of five (5) years experience on similar EPA Mandated Sewer Improvement Programs, where CCTV/Sonar quantities averaged 200,000 linear feet per year.
- b) Has an impeccable field performance record with other clients The County reserves the right to reject any bid if the evidence submitted by, or investigation of, the Bidder fails to satisfy the County that he/she is properly qualified to carry out the obligations of the Contract.
- c) Can provide evidence to show an average of 250,000 linear feet of CCTV work completed each year for the past three (3) years and 10,000 linear feet of Sonar inspection for no more than two similar previous projects, at a minimum, plus be able to show the capacity and ability to manage or complete the work requirement of 2 million feet per year for the County. A work plan; an organizational chart identifying the staffing, responsibilities and credentials; and all applicable resources necessary to perform at the required level of service must be provided in the bid package.
- d) Has provided CCTV evaluation services at the highest professional level, where at a minimum 550,000 linear feet of collection sewers have been inspected, defect coded, and rehabilitation recommendations (including cost estimates) have been completed under the direction of a Licensed Professional Engineer.
- e) The successfully vendor shall be properly licensed to perform this type of work in Fulton County.
- f) Maintains a permanent place of business individually or in conjunction with the Prime Contractor.
- g) Has the appropriate and adequate technical experience. Designated Project Manager must be proficient in all aspects of collection system evaluation and management, with a minimum of ten (10) years experience at the highest level of collection system evaluation and inspection.
- h) Has adequate personnel and equipment to do the work expeditiously,
- i) Has suitable financial means to meet obligations incidental to the work,
- j) Sub-Contractors must be able to show an average of 100,000 linear feet of CCTV work completed each year for the past three (3) years and 10,000 linear feet of Sonar inspection for no more than two similar previous projects, at a minimum, plus show the capacity to complete the Work requirements as detailed in the Prime Contractors bid.
- k) Has fully trained and certified data management staff through the NASSCO Pipeline Assessment and Certification Program which will assure

consistency in evaluation of CCTV footage. All CCTV/sonar operators responsible for direct reporting of sewer condition shall have a minimum of three (3) years previous experience in inspection, processing, and interpretation of data associated with CCTV and sonar inspections. The Contractor shall provide Project Manager with written documentation that all CCTV and sonar operators meet these experience requirements which shall include a list of projects undertaken and client name and telephone number for reference.

The successful Contractor must adhere to the following:

Contractor shall secure and pay for necessary approvals, permits, assessments, and charges required for the construction and installation of this project as required by local, state, and federal regulations.

Inspection of Facilities – The County may require the Bidder to make his facility available for inspection or may require additional information concerning his ability to perform a contract for this service. Failure to comply if requested will be cause for rejection of bid.

Contractor shall furnish all traffic control devices. Work zone traffic control measures must conform to all requirements within the 2003 Edition of the Manual on Uniform Traffic Control Devices.

Contractor shall be held liable for any damage claims arising from striping materials getting onto vehicles. The County will not in any way be held liable if this occurs.

Response Time – Contractor will respond to regular service calls within forty-eight (48) hours after receipt of call from the County. Initial response to emergency calls must occur within two (2) hours after receipt of notification from the County. For the purposes of this bid, an emergency shall be defined as any condition that poses a threat to the health, welfare, or safety of people and/or property or a condition that will negatively impact any essential service(s) as determined by Fulton County. The successful Bidder will provide the County with a twenty-four (24) hour emergency contact and telephone number. Delivery of emergency services must occur within twenty-four (24) hours.

Work shall commence within five (5) business days upon written notice by Fulton County Public Works Department to the Contractor. All work shall be completed within thirty (30) working days after it is begun unless otherwise specified by Fulton County Public Works.

Contractor shall be responsible for any pre-marking layout as required by the County.

A representative of Fulton County Public Works Department shall be contacted by the Contractor to inspect job site, layout, and equipment before work starts.

A representative of Fulton County Public Works will be available to meet on site to discuss any special instructions or potential problems prior to beginning each job.

Upon completion of work, a representative of Fulton County Public Works must inspect the job site to insure all work meets specifications and layout.

Work shall not be performed during peak hours of 6:00 AM – 9:00 AM and 3:00 PM – 7:00 PM unless by written approval of the County.

Vendors are to provide Sewer Inspection & Cleaning Service to the Department of Public Works. The work to be performed under this contract shall consist of furnishing all labor, materials, tools, equipment and incidentals and completing all Work required in order to perform an assessment, using CCTV and/or Sonar, of the condition of the sewer system in Fulton County, sewer lines and manholes, for cleanliness and structural integrity. Based upon the results of the CCTV and/or Sonar assessment the County will direct that certain sections of the sewer system be cleaned. The entire sewer system in Fulton County will be completed during the term of this contract and renewal periods. The entire system in Fulton County will be completely inspected over a five year period. An estimated 2,505,888 feet will be inspected and/or cleaned every year.

1. Vendor shall conduct CCTV and/or Sonar inspections of all wastewater sewer collection system. 6"—54") gravity sewers and associated manholes in Fulton County within the term of this contract. Line segments will be inspected sequentially and not skipper over.
2. Cleans, as directed, to remove silt, debris, scale, etc. from (6"—54") gravity sewers and associated manholes.
3. Assesses and records internal structural and service condition of sewer and manholes.
4. Provides the County with a record of all inspections and assessments.
5. Locates and marks all missing manholes found during the CCTV and/or Sonar inspections. All missing manholes found will be issued a temporary manhole Identification Number.
6. Provides the Sanitary Sewer Superintendents a list of all missing manholes located and marked during the CCTV and/or Sonar inspections including the x and y coordinates.
7. Informs Fulton County Sanitary Sewer Superintendents of all situations observed or identified that necessitate immediate action such as broken pipes, surcharged manholes etc.
8. Removes stuck cameras and other appurtenances use in the CCTV/Sonar inspections and cleaning of the lines at contractor's expense. Provides the CCTV and/or Sonar inspections data in PACP and other standard format designated by the County.
9. Provides the County with thirty (30) terabyte of data storage capacity for permanent storage of collected information. Thirty (30) additional terabyte of data storage shall be provided by the contractor for each renewal period executed by the County.
10. All work shall be performed in accordance with the requirements of the individually assigned, Fulton County Standard Specifications, Fulton County Standard Plans and the attached Technical Specifications.

**SECTION 10  
PRICING FORMS**

**SEWER INSPECTION AND CLEANING**

<b>Item #</b>	<b>Description</b>	<b>Unit</b>	<b>Estimated Quantities Per Year</b>	<b>Unit Price</b>	<b>Total Price</b>
1.1	Inspect, assess and report the condition of 6" sewers	Linear Foot	10,000	\$	\$
1.2	Inspect, assess and report the condition of 8" sewers	Linear Foot	1,650,000	\$	\$
1.3	Inspect, assess and report the condition of 10" sewers	Linear Foot	12,500	\$	\$
1.4	Inspect, assess and report the condition of 12" sewers	Linear Foot	12,500	\$	\$
1.5	Inspect, assess and report the condition of 15" sewers	Linear Foot	7,500	\$	\$
1.6	Inspect, assess and report the condition of 18" sewers	Linear Foot	7,500	\$	\$
1.7	Inspect, assess and report the condition of 21" sewers	Linear Foot	5,000	\$	\$
1.8	Inspect, assess and report the condition of 24" sewers	Linear Foot	5,000	\$	\$
1.9	Inspect, assess and report the condition of 30" sewers	Linear Foot	5,000	\$	\$
1.10	Inspect, assess and report the condition of 36" sewers	Linear Foot	10,000	\$	\$
1.11	Inspect, assess and report the condition of 42" sewers	Linear Foot	10,000	\$	\$
1.12	Inspect, assess and report the condition of 48" sewers	Linear Foot	10,000	\$	\$
1.13	Inspect, assess and report the condition of 54" sewers	Linear Foot	10,000	\$	\$
	<b>Total Bid Amount for Section 1</b>				

Item #	Description	Unit	Estimated Quantities	Unit Price	Total Price
2.1	Clean (normal) per the specifications 6" sewers	Linear Foot	5,000	\$	\$
2.2	Clean (normal) per the specifications 8" sewers	Linear Foot	825,000	\$	\$
2.3	Clean (normal) per the specifications 10" sewers	Linear Foot	5,000	\$	\$
2.4	Clean (normal) per the specifications 12" sewers	Linear Foot	5,000	\$	\$
2.5	Clean (normal) per the specifications 15" sewers	Linear Foot	3,000	\$	\$
2.6	Clean (normal) per the specifications 18" sewers	Linear Foot	3,000	\$	\$
2.7	Clean (normal) per the specifications 21" sewers	Linear Foot	2,000	\$	\$
2.8	Clean (normal) per the specifications 24" sewers	Linear Foot	2,000	\$	\$
2.9	Clean (normal) per the specifications 30" sewers	Linear Foot	2,000	\$	\$
2.10	Clean (normal) per the specifications 36" sewers	Linear Foot	4,000	\$	\$
2.11	Clean (normal) per the specifications 42" sewers	Linear Foot	4,000	\$	\$
2.12	Clean (normal) per the specifications 48" sewers	Linear Foot	4,000	\$	\$
2.13	Clean (normal) per the specifications 54" sewers	Linear Foot	4,000	\$	\$
	<b>Total Bid Amount for Section 2</b>				

Item #	Description	Unit	Estimated Quantities	Unit Price	Total Price
3.1	Clean (heavy) per the specifications 6" sewers	Linear Foot	1,000	\$	\$
3.2	Clean (heavy) per the specifications 8" sewers	Linear Foot	16,500	\$	\$
3.3	Clean (heavy) per the specifications 10" sewers	Linear Foot	1,250	\$	\$
3.4	Clean (heavy) per the specifications 12" sewers	Linear Foot	1,250	\$	\$
3.5	Clean (heavy) per the specifications 15" sewers	Linear Foot	750	\$	\$
3.6	Clean (heavy) per the specifications 18" sewers	Linear Foot	750	\$	\$
3.7	Clean (heavy) per the specifications 21" sewers	Linear Foot	500	\$	\$
3.8	Clean (heavy) per the specifications 24" sewers	Linear Foot	500	\$	\$
3.9	Clean (heavy) per the specifications 30" sewers	Linear Foot	500	\$	\$
3.10	Clean (heavy) per the specifications 36" sewers	Linear Foot	1,000	\$	\$
3.11	Clean (heavy) per the specifications 42" sewers	Linear Foot	1,000	\$	\$
3.12	Clean (heavy) per the specifications 48" sewers	Linear Foot	1,000	\$	\$
3.13	Clean (heavy) per the specifications 54" sewers	Linear Foot	1,000	\$	\$
	<b>Total Bid Amount for Section 3</b>				

Item #	Description	Unit	Estimated Quantities	Unit Price	Total Price
4.1	Detailed Manual Inspection Spec 02704, 1.10 B (i)	Each	1,500	\$	\$
4.2	Detailed Camera Inspection Spec 02704, 1.10 B (ii)	Each	10,500	\$	\$
	<b>Total Bid Amount for Section 4</b>				

Item #	Description	Unit	Quantity	Unit Price	Total Price
5.1	Dell / EMC AX100 single processor array for DAS (AXSPDD)	Each	1	\$	\$
5.2	Qlogic QLA200 FC2 Host Bus Adapter, single card only (QLA200)	Each	2	\$	\$
	<b>Total Bid Amount for Section 5</b>				

**TOTAL BID AMOUNT, ITEM 1 and 5 inclusive;**

The amount of Dollars \$\_\_\_\_\_

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